

**Victorian Community
Legal Centres
Multi-Enterprise
Agreement**

—

2024 – 2027

**VICTORIAN COMMUNITY LEGAL CENTRES
MULTI-ENTERPRISE AGREEMENT**

2024 – 2027

Acknowledgement of Country

Community Legal Centres in Victoria acknowledge the Traditional Owners of the lands on which we live and work and we pay our respects to elders past and present. We recognise Aboriginal and Torres Strait Islander peoples' deep and ongoing connection and stewardship of Country, and that the land on which we work was stolen and sovereignty has never been ceded. We aim to challenge the systemic injustices that cause harm and to listen to and learn from our Aboriginal communities, with full acknowledgement that we have a lot to learn and we will not always get it right.

We acknowledge the sorrow caused by the Stolen Generation and the ongoing impacts that colonisation and the justice system have on our Aboriginal and Torres Strait Islander peoples. We also recognise the resilience, strength, and leadership of Aboriginal and Torres Strait Islander communities and the ongoing contribution they bring to our whole community.

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2. TITLE

This enterprise agreement is the Victorian Community Legal Centres Multi-Enterprise Agreement 2024-2027 (**Agreement**).

3. DEFINITIONS

Accident Make-up Payment means a weekly payment of an amount being the difference between the amount of compensation paid to the employee pursuant to the applicable workers' compensation legislation and the employee's appropriate Agreement rate and:

- includes overtime work and penalty rates where overtime work or work attracting penalty rates was normally performed by the employee prior to the date of injury;
- excludes allowances made to compensate an employee for expenses incurred in undertaking the work (including travel allowances or allowances to compensate the employee for any disability associated with the performance of work);
- where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period

Annual Wage Review means the annual wage review conducted by the Commission, in relation to the SCHADS Award, under Part 2-6 of the FW Act

ASU means the Australian Municipal, Administrative, Clerical and Services Union (the Australian Services Union)

CLC or CLCs means the community legal centres listed in Schedule 5 of this Agreement

Commission means the Fair Work Commission

Continuous service has the same meaning as under the FW Act

Employee or employee means an employee of an Employer CLC covered by this Agreement as set out in clause 4

Employer CLC means the employer of an employee at a CLC

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

Fringe Benefits Tax means fringe benefits tax under the *Fringe Benefits Tax Assessment Act 1986* (Cth)

Flexitime means a system of working a set number of hours with the starting and finishing times chosen within agreed limits by the employee (with agreement from the Employer CLC)

Immediate Family means a spouse or partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or partner. It includes step-relations (e.g. step-parents and step-children), chosen family, kinship arrangements, foster children, and members of the immediate household. Other extended family and a person in relation to whom the employee can show there is a particularly important relationship will be considered on a case-by-case basis

NES means the National Employment Standards under Part 2.2 of the FW Act

Redundancy occurs where an Employer CLC has made a definite decision, due to operational requirements, that the Employer CLC no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee at the Employer CLC's initiative, except where this is due to the ordinary and customary turnover of labour. A redundancy will also occur when an employee's employment is terminated because of the insolvency or bankruptcy of the Employer CLC

SCHADS Award means the *Social, Community, Home Care and Disability Services Award 2010* as varied or replaced from time to time

Small employer means an Employer CLC who employs fewer than 15 employees

Spouse or partner means a spouse, former spouse, de facto partner or former de facto partner

4. COVERAGE

4.1 This agreement shall cover and apply to the:

- 4.1.1 CLCs listed in Schedule 5 of this Agreement;
- 4.1.2 employees of the Employer CLCs employed in the classifications in clause 15 (other than for Comm Unity Plus Services Ltd and Upper Murray Family Care Inc. – see clauses 4.1.3 and 4.1.4);
- 4.1.3 employees of Comm Unity Plus Services Ltd employed in the Brimbank Melton Community Legal Centre program employed in the classifications in clause 15;
- 4.1.4 employees of Upper Murray Family Care Inc. employed in the Hume Riverina Community Legal Service program employed in the classifications in clause 15; and
- 4.1.5 subject to section 201(2) of the FW Act, the ASU.

5. OPERATION

This Agreement shall operate on and from seven days after the date of approval by the Commission and will remain in operation for 3 years after the date of approval by the Commission.

6. THE NES AND THIS AGREEMENT

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. ANTI-DISCRIMINATION

7.1 It is the intention of the Employer CLCs to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, sex characteristics, gender identity, industrial activity, lawful sexual activity, age, physical or mental disability, marital status, family responsibilities, pregnancy, breastfeeding responsibilities, religion, political opinion or activity, national extraction, social origin, an expunged homosexual conviction, spent conviction, profession, trade or occupation, or by personal association with a person who is identified by reference to any of the above attributes.

- 7.2 Accordingly, the Employer CLCs must take reasonable and proportionate measures to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3 Nothing in this clause is to be taken to affect:
- 7.3.1 any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth and Victorian anti-discrimination legislation, or the FW Act; or
 - 7.3.2 any party to this Agreement pursuing matters of discrimination in the Commonwealth or Victorian jurisdiction.

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 8.1 Despite anything else in this Agreement, an Employer CLC and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the Employer CLC:
- 8.1.1 arrangements for when work is performed; or
 - 8.1.2 overtime rates; or
 - 8.1.3 penalty rates; or
 - 8.1.4 allowances; or
 - 8.1.5 annual leave loading.
- 8.2 An agreement must be one that is genuinely made by the Employer CLC and the individual employee without coercion or duress.
- 8.3 An agreement may only be made after the individual employee has commenced employment with the Employer CLC.
- 8.4 An Employer CLC who wishes to initiate the making of an agreement must:
- 8.4.1 give the employee a written proposal; and
 - 8.4.2 if the Employer CLC is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 8.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 8.6 An agreement must do all of the following:
- 8.6.1 state the names of the Employer CLC and the employee; and
 - 8.6.2 identify the Agreement term, or Agreement terms, the application of which is to be varied; and
 - 8.6.3 set out how the application of the Agreement term, or each Agreement term, is varied; and

- 8.6.4 set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- 8.6.5 state the date the agreement is to start.
- 8.7 An agreement must be:
 - 8.7.1 in writing; and
 - 8.7.2 signed by the Employer CLC and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 8.8 Except as provided in clause 8.7.2, an agreement must not require the approval or consent of a person other than the Employer CLC and the employee.
- 8.9 The Employer CLC must keep the agreement as a time and wages record and give a copy to the employee within 14 days after it is agreed to.
- 8.10 The Employer CLC and the employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an agreement.
- 8.11 An agreement may be terminated:
 - 8.11.1 at any time, by written agreement between the Employer CLC and the employee; or
 - 8.11.2 by the Employer CLC or employee giving 13 weeks' written notice to the other party.
- 8.12 An agreement terminated as mentioned in clause 8.11.2 ceases to have effect at the end of the period of notice required under that clause.

9. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 9.1 All employees may request a change in their working arrangements in accordance with the FW Act. If an employee does not fall within a class that is set out in the FW Act as someone who is able to make a request for a flexible working arrangement, then approval of any request for a flexible working arrangement is at the discretion of the Employer CLC.
- 9.2 Home based work arrangements may be agreed between an Employer CLC and an employee on a case-by-case basis. An Employer CLC will not unreasonably withhold agreement and will be mindful of the employee's family responsibilities and work/life balance and the Employer CLC's business requirements.

10. CONSULTATION

10.1 CLC to notify employees of major changes with significant effects

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

10.2 **Meaning of significant effects**

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

10.3 **CLC to discuss major change**

10.3.1 The Employer CLC must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 10.2, the effects the changes are likely to have on employees, and measures to avoid or reduce the adverse effects of such changes on employees, and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

10.3.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer CLC to make the changes referred to in clause 10.2.

10.3.3 For the purposes of such discussion, the Employer CLC must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that no Employer CLC is required to disclose confidential information the disclosure of which would be contrary to the Employer CLC's interests.

10.4 **Consultation about changes to rosters or hours of work**

10.4.1 Where an Employer CLC proposes to change an employee's regular roster or ordinary hours of work, the Employer CLC must consult with the employee or employees affected and their representatives, if any, about the proposed change. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

10.4.2 For the purpose of the consultation, the Employer CLC must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

11. DISPUTE RESOLUTION

- 11.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and their relevant manager.
- 11.2 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management, as appropriate.
- 11.3 If the dispute is unable to be resolved at the workplace, and all appropriate steps under clause 11.1 and 11.2 have been taken, a party to the dispute may refer the dispute to the Commission.
- 11.4 The parties may agree on the process to be utilised by the Commission in dealing with the dispute, including mediation, conciliation or arbitration.
- 11.5 Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the FW Act that it considers appropriate to ensure the settlement of the dispute.
- 11.6 An Employer CLC or employee may appoint another person, organisation or association to support and/or represent them in any discussion or process under this clause.
- 11.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FW Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer CLC to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

12. DISCIPLINARY PROCEDURES

- 12.1 This clause does not apply to regular supervision and direction on operational issues. It applies to matters involving unsatisfactory work performance which may result in disciplinary action, or inappropriate workplace behaviour. For these matters, disciplinary procedures will be consistent with the principles of procedural fairness.
- 12.2 Before commencing formal disciplinary processes, the Employer CLC will:
- 12.2.1 provide the employee with information on the disciplinary process to be followed;
 - 12.2.2 provide reasonable opportunity, at any stage of the process, for the employee to seek advice from a representative of their choice, which may be a union representative; and
 - 12.2.3 allow the employee the opportunity to provide their view or explanation on the issues including any details of mitigating circumstances.

13. TYPES OF EMPLOYMENT

13.1 General

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

- (a) Full-time employment;
- (b) Part-time employment; and/or
- (c) Casual employment.

13.1.2 For the avoidance of doubt, a full-time or part-time employee can be employed in ongoing or fixed term employment (in accordance with the FW Act).

13.1.3 At the time of engagement, an Employer CLC will inform each employee, in writing of:

- (a) the basis of their employment (being either full-time, part-time or casual);
- (b) where practicable and subject to clause 13.3 and 13.4, details of their hours and days of work;
- (c) the salary and classification of the position to which the employee is appointed; and
- (d) the position description for the position held, which shall contain information relevant to the duties and responsibilities of that position.

13.2 **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.

13.3 **Part-time employment**

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

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

13.3.3 Before commencing employment, the Employer CLC and the employee will agree in writing on:

- (a) a regular pattern of work including the number of ordinary hours to be worked each week (**Guaranteed Hours**); and
- (b) the days of the week the employee will work and, where practicable, the starting and finishing times each day.

13.3.4 The agreed pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.

13.3.5 The agreement made pursuant to clause 13.3.3 may subsequently be varied by agreement between the Employer CLC and employee (including by verbal agreement). The Employer CLC will keep a record of such agreement.

13.3.6 The Employer CLC 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.

13.3.7 Part-time employment is for a minimum of 3 hours daily.

13.4 **Casual employment**

- 13.4.1 A person is a casual employee of an Employer CLC if:
- (a) an offer of employment made by the Employer CLC to the person is made on the basis that the Employer CLC makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (b) the person accepts the offer on that basis; and
 - (c) the person is an employee as a result of that acceptance.
- 13.4.2 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.
- 13.4.3 Casual employees will be paid a minimum of 3 hours at the appropriate rate, for each engagement.
- 13.4.4 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

13.5 **Fixed-term employment**

- 13.5.1 A fixed-term employee is an employee engaged under a contract of employment for an identifiable period (whether or not the contract also includes other terms that provide for circumstances in which it may be terminated before the end of that period).
- 13.5.2 A fixed-term employee may only be engaged in accordance with the FW Act.
- 13.5.3 On engagement, a fixed-term employee must be given written notification of the date on which the employment is to commence and the date on which the employment is to terminate.
- 13.5.4 All the provisions of this Agreement apply to fixed-term employees for the duration of their employment unless otherwise specified in this Agreement.

14. **PROBATION**

- 14.1 An Employer CLC may appoint a new employee on a probationary basis. The period of probation will be a reasonable period having regard to the nature of the position but will be no more than 6 months. The probationary period will be extended by the period of time in which the employee is on any period of unauthorised absence, or any period of unpaid leave or unpaid authorised absence (other than community service leave, a period of stand down or any other period required by the Act to be counted).
- 14.2 If conduct or performance concerns are identified during the probationary period, the relevant manager will counsel the employee during the probationary period on any conduct or performance issues and will provide a written record of such counselling.
- 14.3 During the probationary period, an Employer CLC may terminate an employee's employment, by giving two weeks' notice (or payment in lieu of notice), subject to the right to terminate employment without notice or payment in lieu of notice, if the employee has committed an act of serious misconduct.

- 14.4 Unless the employment is terminated during the probationary period, the Employer CLC will confirm the employee's appointment at the end of the probationary period.
- 14.5 A person initially employed on a fixed-term basis as per clause 13.5 of this Agreement, who is subsequently employed on an ongoing basis, will have their fixed-term employment taken into account in determining the probationary period.

15. CLASSIFICATIONS

- 15.1 All employees shall be classified in accordance with the descriptors in Schedule 3.
- 15.2 Schedule 3 also contains a non-exhaustive list of indicative roles for each classification level. The indicative roles are to be used as a guide to assist Employer CLCs classify positions consistently across Employer CLCs.
- 15.3 Employees may be classified at a different classification level (as compared to the indicative roles), depending on the primary purpose of the role. Notwithstanding this clause 15.3, the Employer CLCs are committed to classifying positions consistently across Employer CLCs and will work towards achieving consistency across the CLC sector throughout the lifetime of this Agreement.
- 15.4 Employer CLCs must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

15.5 Incremental Progression

- 15.5.1 At the end of each 12 months' continuous employment (or from the first full pay period on or after 1 July each year after the Employee's first 12 months' continuous employment, whichever is later), an employee will be eligible for progression from one pay point to the next within a level, if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
- (a) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by an Employer CLC; or
 - (b) where an Employer CLC 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.
- 15.5.2 Whilst an employee will be eligible for progression if they meet the above criteria, progression is not automatic. It is at the discretion of the Employer CLC.
- 15.5.3 Movement to a higher classification will only occur by way of promotion or re-classification.

16. SALARY AND RELATED MATTERS

16.1 Salary Rates

All employees will be paid a salary in accordance with Schedule 2 and clause 17.

16.2 **Payment of salaries**

All salaries shall be paid fortnightly (or weekly if nominated by the Employer CLC) by electronic funds transfer or other appropriate method into the employee's nominated account with a financial institution.

16.3 **Limits of Salary on Transfer or Promotion**

16.3.1 An employee transferred or promoted to any position shall be paid a salary not less than that which such employee was receiving immediately before such transfer or promotion, provided that the salary payable is within a classification level or grade prescribed for the position to which the employee is transferred or promoted.

16.3.2 Notwithstanding the provisions of this clause, the Employer CLC may determine that an employee may commence employment at any level within a classification level if suitably qualified and/or experienced.

16.3.3 Progress between classifications will be by way of promotion or reclassification.

17. **MINIMUM SALARY**

17.1 Employees will receive the following minimum salary rates in the next pay period following the effective date:

Effective Date	Minimum salary rates
On or after the commencement date of this Agreement	1% above the SCHADS Award rates
On or after 1 July 2024	2% above the SCHADS Award rates
On or after 1 July 2025	3% above the SCHADS Award rates

17.2 The minimum salary rates applicable from the commencement date of this Agreement (until the next pay period on or after 1 July 2024) are set out in Schedule 2 of this Agreement.

17.3 Employer CLCs will ensure at all times that the rate of pay shall be no less than the equivalent SCHADS Award rate.

18. **SALARY PACKAGING**

18.1 Salary packaging is optional. Employees may access salary packaging benefits in line with the Employer CLC's salary packaging policy. The policy will comply with statutory changes to Fringe Benefits Tax and will allow salary packaging to the limit prescribed in legislation.

18.2 The terms and conditions of any salary package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

18.3 The rate of pay as set out in Schedule 2 shall be used as the basis for the agreed package.

- 18.4 Any salary increases, which are granted to employees under this Agreement, shall also apply to the employee who enters into salary packaging arrangements in accordance with this clause.
- 18.5 In the event that the employee ceases employment with the Employer CLC, any salary package arrangement that is in place will cease to apply at the date of termination and all termination payments will be made at the pre-salary packaging rate.
- 18.6 Notwithstanding the above provisions, in the event that changes in legislation, determinations or rulings, particularly in respect of an employer's Fringe Benefits Tax exempt status in the case of a Public Benevolent Institution, remove the Employer CLC's capacity to maintain the salary packaging arrangements offered to employees under this agreement, the Employer CLC shall be entitled to withdraw from the salary packaging arrangement by giving the maximum reasonable notice practicable (as set out in policy) to each affected employee, and where possible at least one month prior to the withdrawal taking place.

19. SUPERANNUATION

19.1 Superannuation legislation

19.1.1 Employer CLCs will comply with 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)* (**Superannuation Legislation**), which deals with the superannuation rights and obligations of employers and employees.

19.1.2 Under Superannuation Legislation, individual employees generally have the opportunity to choose their own superannuation fund. If an employee fails to nominate a superannuation fund, and the employee does not have a 'stapled fund', then the Employer CLC can make superannuation contributions to its default fund.

19.1.3 The rights and obligations in these clauses supplement those in the Superannuation Legislation.

19.2 CLC contributions

An Employer CLC will make the necessary superannuation contributions to an employee's superannuation fund so as to comply with Superannuation Legislation. As at the date of this Agreement being made, those contributions are as follows:

Date	Amount of superannuation
On or after the commencement date of this Agreement	11%
On or after 1 July 2024	11.5%
On or after 1 July 2025	12%

19.3 Voluntary employee contributions

19.3.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer CLC 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 CLC makes the superannuation contributions provided for in clause 19.2.

19.3.2 An employee may adjust the amount the employee has authorised the Employer CLC to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer CLC.

19.3.3 The Employer CLC must pay the amount authorised under clauses 19.3.1 or 19.3.2 no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3.1 or 19.3.2 was made.

19.4 **Superannuation fund**

19.4.1 Unless, to comply with the Superannuation Legislation, the Employer CLC is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee (or is the employee's 'stapled fund'), the Employer CLC must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3.1 or 19.3.2 to one of the following superannuation funds or its successor:

- (a) FSS Trustee Corporation;
- (b) Health Industry Plan (HIP);
- (c) HESTA Super Fund;
- (d) Catholic Super (CSF);
- (e) Mercy Super;
- (f) Sunsuper;
- (g) Tasplan;
- (h) CareSuper;
- (i) NGS Super;
- (j) AustralianSuper;
- (k) Hostplus;
- (l) any superannuation fund to which the Employer CLC was making superannuation contributions for the benefit of its employees before 12 September 2008, 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
- (m) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 **Absence from work**

19.5.1 Subject to the governing rules of the relevant superannuation fund, the Employer CLC must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3.1 or 19.3.2:

- (a) Paid leave – while the employee is on any paid leave;
- (b) On the salary the employee would have otherwise received, if they were not on unpaid parental leave (up to a maximum of 36 weeks) – while the employee is on unpaid parental leave taken in accordance with clause 47;
- (c) 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 CLC in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the Employer CLC.

20. TERMINATION OF EMPLOYMENT

20.1 Notice of termination by an Employer CLC

- 20.1.1 In order to terminate the employment of an employee, four (4) weeks' written notice must be given by an Employer CLC to an employee, except where an exemption in clause 20.2 applies.
- 20.1.2 In addition to the notice in 20.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years of continuous service are entitled to an additional one (1) weeks' notice.
- 20.1.3 Payment in lieu of the prescribed notice in 20.1.1 and 20.1.2 must be made if the appropriate notice period is not required to be worked. The Employer CLC and employee may agree that the employee will work part of the required period of notice and the Employer CLC will make payment for the remainder of the period of notice.
- 20.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer CLC would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (a) the employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the employee's contract of employment.

20.2 Exemptions

- 20.2.1 The period of notice in this clause does not apply:
 - (a) in the case of dismissal during the employee's probationary period or during the minimum employment period, in which case the notice period will be two (2) weeks;
 - (b) in the case of dismissal for serious misconduct;

- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period;
- (d) to casual employees; or
- (e) to employees excluded from an entitlement to notice under the FW Act.

20.3 **Job search entitlement**

20.3.1 During the period of notice of termination given by an Employer CLC in accordance with 20.1.1 an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment.

20.3.2 The time off shall be taken at times that are convenient to the employee after consultation with the Employer CLC.

20.4 **Notice of termination by an employee**

20.4.1 In order for an employee to terminate their employment with an Employer CLC, the employee must give four (4) weeks' written notice to an Employer CLC. The period of notice in this clause does not apply:

- (a) in the case of resignation during the employee's probationary period, in which case the notice period will be two (2) weeks;
- (b) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period;
- (c) to casual employees; or
- (d) to employees excluded from an entitlement to notice under the FW Act.

20.4.2 If an employee who is at least 18 years old does not give the period of notice required under clause 20.4.1, then the Employer CLC may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee. If the Employer CLC has agreed to a shorter period of notice than that required, then no deduction can be made under this clause. Any deduction must not be unreasonable in the circumstances.

20.4.3 This clause does not apply to employees identified in sections 123(1) and (3) of the FW Act.

20.5 **Payment on termination of employment**

20.5.1 An Employer CLC must pay an employee no later than 7 days after the day on which the employee's employment terminates:

- (a) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- (b) all other amounts that are due to the employee under this Agreement and the NES.

20.5.2 The requirement to pay wages and other amounts under this paragraph is subject to further order of the Commission and the Employer CLC making deductions authorised by this Agreement or the FW Act.

21. REDUNDANCY

21.1 Redundancy pay

21.1.1 Subject to this clause, an employee whose employment is terminated by reason of Redundancy is entitled to the following amount of redundancy pay in respect of a period of continuous service, paid at the employee's base rate of pay for their ordinary hours of work:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

21.1.2 An employee of a Small Employer whose employment is terminated by reason of Redundancy is entitled to the following amount of redundancy pay in respect of a period of continuous service, paid at the employee's base rate of pay for their ordinary hours of work:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

21.1.3 Week's pay means the ordinary time rate of pay for the employee concerned provided that such rate shall exclude:

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

21.2 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. The Employer CLC may, at the Employer CLC's discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

21.3 **Employee leaving during notice period**

An employee given notice of termination in circumstances of Redundancy may terminate the employee's employment during the period of notice set out in clause 20.1. In this circumstance the employee will be entitled to receive the benefits and payments the employee would have received under this clause had they remained with the Employer CLC until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.4 **Job Search Entitlement**

21.4.1 During the period of notice of termination given by the Employer CLC in accordance with 20.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

21.4.2 An employee may be allowed paid leave for more than one day at the discretion of the Employer CLC.

21.4.3 The job search entitlements under this subclause apply in lieu of the job search provisions of any other clause in this Agreement.

21.5 **Entitlement to written statement**

21.5.1 An Employer CLC shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

21.6 **Transfer of business**

21.6.1 An employee is not entitled to redundancy pay in transfer of business situations in the circumstances set out in the FW Act.

21.6.2 Transfer of business will be dealt with in accordance with the FW Act. However, where a business is transferred from one CLC (who is party to this Agreement) (**Transferor**) to another CLC (who is also party to this Agreement) (**Transferee**), the period of continuous service that the employee had with the Transferor is deemed to be service with the Transferee for the purposes of calculating an employee's redundancy pay in accordance with 21.1 of this Agreement. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

21.7 **Employees exempted**

21.7.1 This clause does not apply to:

- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) trainees;
- (d) casual employees; or
- (e) employees excluded from an entitlement to redundancy pay under the FW Act.

21.8 **Alternative employment**

An Employer CLC, in a particular Redundancy case, may make application to the Commission to have the general redundancy pay prescription varied if the Employer CLC obtains acceptable alternative employment for an employee or cannot pay the amount.

22. **ALLOWANCES**

- 22.1 The allowances set out in Schedule 4 of this Agreement are payable, where applicable, to an employee in addition to the employee's ordinary rate of pay and are calculated based on the employee's ordinary rate of pay, unless otherwise stated.
- 22.2 Unless expressly stated, casual employees will not be entitled to receive the allowances set out in Schedule 4 of this Agreement.
- 22.3 All allowances set out in Schedule 4 of this Agreement (excluding the language allowance) will increase by the percentage increase determined by the Commission following the Annual Wage Review in respect of the equivalent SCHADS Award allowances on 1 July 2024 and 1 July 2025.

23. **HIGHER DUTIES ALLOWANCE**

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 under this Agreement applying to the employee so relieved.

24. **ON-CALL ALLOWANCE**

An employee required by an Employer CLC to be on-call (i.e. available to be recalled for duty) shall be paid an allowance as set out in Schedule 4.

25. **LANGUAGE ALLOWANCE**

- 25.1 Where the employee, in addition to their normal duties, agrees with an Employer CLC in writing to use their skills in a second language to assist members of the public who have low English proficiency, then the employee will be paid an annual allowance as set out in Schedule 4 (pro-rated for part time employees). This will be payable in fortnightly instalments, or annually as agreed between the Employer CLC and employee.
- 25.2 An Employer CLC may require an employee to hold an accreditation from the National Accreditation Authority for Translators and Interpreters in order to be eligible for the language allowance.
- 25.3 The employee must apply annually for a renewal of the allowance.
- 25.4 The Employer CLC will assess the employee's renewal application to determine whether the Employer CLC still requires the employee to perform interpreting duties.

26. TELEPHONE ALLOWANCE

An Employer CLC will reimburse an employee for work related calls made on their private mobile phone in accordance with an applicable policy that may be in place at the Employer CLC.

27. TRAVELLING ALLOWANCE

- 27.1 Where an employee is required and authorised by an Employer CLC to use their own vehicle in the course of performing their duties, the employee is entitled to be reimbursed at the rate as set out in Schedule 4.
- 27.2 When an employee is involved in travelling on duty, if the Employer CLC cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer CLC on production of receipted account(s) or other evidence acceptable to the Employer CLC.
- 27.3 Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 27.2 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer CLC for these purposes.
- 27.4 An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs incurred is to be provided to the Employer CLC by the employee.
- 27.5 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the Employer CLC shall provide suitable transport or shall authorise the employee to use the employee's own vehicle. This clause shall include, where applicable, when the employee travels between their home and place of work.
- 27.6 Where an employee is called on duty at night or other than their normal hours or on any non-working day, they will be reimbursed their fares, or, if using their own vehicle to travel between their home and place of work, may submit a reimbursement for travelling expenses as set out in clause 27.1.
- 27.7 When an employee, after having worked approved overtime, finishes work at a time when reasonable means of transport are not available, the Employer CLC will reimburse the employee for the costs of taking a taxi or similar rideshare service, such as an Uber, to the employee's home.

28. FIRST AID ALLOWANCE

- 28.1 A weekly first aid allowance will be paid in accordance with the employee's regular pay cycle to a full-time employee where:
- 28.1.1 an employee is required by an Employer CLC to hold a current first aid certificate; and
 - 28.1.2 an employee is required by an Employer CLC to perform first aid at their workplace.
- 28.2 The first aid allowance for a full-time employee who meets the criteria above shall be paid the amount as set out in Schedule 4.

- 28.3 The first aid allowance 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.

29. COST OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

- 29.1 If an employee is required to attend a Coroner's inquest, or any other Court of law on matters that directly arise from the performance of their duties, the Employer CLC will meet reasonable legal costs relating to appearance at or representation before such Courts.
- 29.2 Where legal proceedings are initiated against an employee as a direct consequence of them legitimately and properly performing their duties, the Employer CLC will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.
- 29.3 Where an employee and the Employer CLC consider it necessary to obtain an intervention order or similar remedy against a client, the Employer CLC will not unreasonably withhold agreement to meet the reasonable legal costs of the employee in obtaining the order or remedy. Management will deal expeditiously with an employee's application for legal costs.

30. OVERTIME MEAL ALLOWANCE

- 30.1 An employee will be supplied with an adequate meal where an Employer CLC has adequate cooking and dining facilities or be paid a meal allowance as set out in Schedule 4 as follows:
- 30.1.1 when they are required to work a period of overtime which immediately follows or immediately precedes a scheduled period of ordinary duty and is for a period of not less than one hour; and
- 30.1.2 where such overtime work exceeds four hours a further meal allowance will be paid.
- 30.2 This clause does not apply when an employee could reasonably return home for a meal within the meal break.

31. ACCIDENT MAKE-UP PAY

- 31.1 An Employer CLC shall pay an employee Accident Make-Up Payment where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Employer CLC pursuant to the provisions of any applicable workers' compensation legislation as amended from time to time.
- 31.2 The Employer CLC shall pay, or cause to be paid, Accident Make-Up Payment during the incapacity of the employee within the meaning of the applicable workers' compensation legislation until whichever comes first:
- 31.2.1 the date on which the incapacity ceases;
- 31.2.2 the expiration of a period of fifty two (52) weeks from the date of injury or an aggregate period of up to 261 working days (being the days when the employee would normally work);
- 31.2.3 the date on which the employee receives a disability benefit from a superannuation scheme; or

- 31.2.4 the date on which a lump sum in redemption of weekly payments is received.
- 31.3 The employee is obliged to:
- 31.3.1 immediately notify the Employer CLC in writing of any claim for civil damages;
- 31.3.2 refund the make-up pay received if a settlement is received in a civil claim that specifically compensates the employee for make-up payments.
- 31.4 The liability of an Employer CLC to pay Accident Make-Up Payments in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said applicable workers' compensation legislation, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer CLC to pay Accident Make-Up Payments as provided in this clause.

32. HOURS OF WORK

32.1 Ordinary hours of work

32.1.1 The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:

- (a) in a week of five days in shifts not exceeding eight hours each;
- (b) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
- (c) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.

32.1.2 By agreement (either verbally or in writing), the ordinary hours in clause 32 may be worked up to 10 hours per shift. The particular hours of work arrangement for each employee will be recorded in writing.

32.2 Span of hours

32.2.1 Day worker

- (a) The ordinary hours of work for a day worker will be worked between 6am and 8pm Monday to Sunday. If mutually agreed and mutually beneficial, employees may work ordinary hours outside this span.

32.2.2 Shiftworker

- (a) A shiftworker is an employee who works shifts in accordance with clause 36.

32.3 Days free from duty

32.3.1 Employees, other than casual employees, will be free from duty for not less than:

- (a) two full days in each 7 day week; or
- (b) four full days in each fortnight; or
- (c) eight full days in each 28 day cycle.

32.3.2 Where practicable, days off will be consecutive.

32.4 **Meal Breaks**

32.4.1 Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

32.4.2 Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.

32.4.3 Where an employee is required by an Employer CLC to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 32.4.1 does not apply. This paid meal period is to be counted as time worked.

32.5 **Tea breaks**

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

33. **FLEXITIME**

All employees have the option of participating in flexitime arrangements, by agreement with an Employer CLC. Flexitime arrangements will be negotiated between an Employer CLC and the employee. Flexitime may need to be taken in accordance with an applicable policy that may be in place at the Employer CLC.

34. **SATURDAY AND SUNDAY WORK (ORDINARY HOURS)**

34.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half (150%) at the ordinary time rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time (200%) at the ordinary time rate of pay.

34.2 These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 36 of this Agreement, and are not applicable to overtime hours worked on a Saturday or a Sunday.

34.3 Casual employees will be paid the casual loading in clause 13.4.2 in addition to the Saturday and Sunday rates at clause 34.1.

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

34.4.1 Between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and

34.4.2 Between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

35. OVERTIME

- 35.1 Overtime is additional hours worked by an employee at the direction of an Employer CLC and must be approved in advance as set out in this clause. Only authorised overtime shall be worked.
- 35.2 An Employer CLC may require an employee to work reasonable overtime at overtime rates or time in lieu. However, an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 35.2.1 any risk to the employee's health and safety;
 - 35.2.2 the employee's personal circumstances, including any family responsibilities;
 - 35.2.3 the need of the workplace or enterprise;
 - 35.2.4 whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working overtime;
 - 35.2.5 the notice (if any) given by the Employer CLC of the overtime and by the employee of their intention to refuse it;
 - 35.2.6 the usual patterns of work in the CLC industry;
 - 35.2.7 the nature of the employee's role and the employee's level of responsibility; and
 - 35.2.8 any other relevant matter.
- 35.3 **Time off instead of payment for overtime**
- 35.3.1 Full-time or part-time employees will be compensated for overtime by way of time off instead of payment of overtime, on the following basis:
- (a) time off instead of payment for overtime must be taken within three months of it being accrued (unless deferred by mutual agreement) at a time or times agreed between the employee and the Employer CLC;
 - (b) where it is not possible for an employee to take the time off instead of payment for overtime within the three month period (or a greater time, if deferred), or upon termination of employment, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made; and
 - (c) where an employee takes time off in lieu of overtime, the time will accrue on the following basis:
 - (i) Monday to Friday – 1:1.5 (for first three hours) and 1:2 (after 3 hours);
 - (ii) Saturday – 1:1.5 (for first three hours) and 1:2 (after 3 hours);
 - (iii) Sunday – 1:2;
 - (iv) Public holiday or substituted day 1:2.5.

35.4 Overtime rates

35.4.1 Full-time employees

- (a) A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day or for work done outside the span of hours in clause 32.1, unless time off in lieu of payment is taken in accordance with clause 35.3:
 - (i) for all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half for the first three hours and double time thereafter;
 - (ii) for all authorised overtime on Saturday, payment will be made at the rate of time and a half for the first three hours and double time thereafter;
 - (iii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
 - (iv) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
 - (v) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 36.

35.4.2 Part-time employees and casual employees

- (a) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (b) All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (c) Time worked up to the hours prescribed in clause 35.4.2(b) will, subject to clause 35.4.2(a) not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (d) All time worked outside the span of hours by part-time and casual day workers 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.
- (e) Overtime rates payable under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 36 and are not applicable to ordinary hours worked on a Saturday or a Sunday.

35.5 **Rest period after overtime**

- 35.5.1 When overtime work is necessary, it shall, wherever reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 35.5.2 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.
- 35.5.3 If, on the instructions of an Employer CLC, 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.

35.6 **Recall to work overtime**

- 35.6.1 An employee who is recalled to work overtime after leaving the workplace and requested by the Employer CLC to attend a workplace in order to perform such overtime work will be paid for a minimum of three hours' work at the appropriate overtime rate for each time recalled. If the work required is completed in less than three hours, the employee will be released from duty.
- 35.6.2 An employee recalled to work within three hours of starting work on a previous recall shall not be entitled to any additional payment for the time worked within a period of three hours from the time of commencement of duty on the previous recall.

35.7 **Rest break during overtime**

- 35.7.1 An employee recalled to work overtime after leaving an Employer CLC'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.
- 35.7.2 The meals referred to will be allowed to the employee free of charge. Where an Employer CLC is unable to provide such meals, a meal allowance will be paid to the employee concerned, in accordance with clause 30 of this Agreement.

35.8 **Childcare arrangements with overtime**

Where an employee is required to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by an Employer CLC, the employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the employee must be provided as soon as possible after the working of such overtime.

36. **SHIFTWORK**

36.1 **Engagement in shiftwork**

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

36.2 Definitions

- 36.2.1 **Afternoon shift** means any shift which finishes after 8.00 pm and at or before midnight Monday to Friday.
- 36.2.2 **Night shift** means any shift which finishes after midnight or commences before 6.00 am Monday to Friday.
- 36.2.3 A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

36.3 Shift allowances and penalty rates

- 36.3.1 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.
- 36.3.2 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.
- 36.3.3 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.
- 36.3.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

36.4 Rest breaks between rostered work

An employee will be allowed a break of not less than 10 hours between the end of one shift or period of duty and the commencement of another (or 8 hours by agreement between the employee and the Employer CLC).

36.5 Rosters

- 36.5.1 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees.
- 36.5.2 The roster will be posted at least two weeks' before the commencement of the roster period.
- 36.5.3 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- 36.5.4 It is not obligatory for an Employer CLC to display any roster of the ordinary hours of work of casual or relieving employees.

36.6 Change in roster

- 36.6.1 Seven days' notice will be given of a change in a roster.
- 36.6.2 However, a roster may be changed:
- (a) if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the Employer CLC;

- (b) at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.

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

37. ANNUAL LEAVE AND LEAVE LOADING

37.1 Annual leave

37.1.1 Annual leave is provided for in the NES except where this clause provides for more generous entitlements.

37.1.2 Employees, except for casual employees, are entitled to annual leave for a period equal to five (5) weeks for each continuous twelve months' service with an Employer CLC. Annual leave shall accrue on a continuous basis according to the number of ordinary hours worked.

37.1.3 Part-time employees will accrue annual leave on a pro rata basis.

37.1.4 For the purpose of the NES, a shiftworker is an employee who works more than 4 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 weeks' annual leave on the same terms and conditions as set out in this clause.

37.1.5 The intention of this clause is that this entitlement to additional annual leave of 5 days will replace any equivalent entitlement to additional or bonus leave that an employee is otherwise entitled to on commencement of this Agreement (other than the entitlement to bonus leave under clause 45 – Christmas Shutdown Period). Each Employer CLC and its employees agree to collaborate to implement this entitlement.

37.1.6 The Employer CLC and the employee agree that annual leave taken in accordance with this clause must be taken at a mutually convenient time for both the Employer CLC and the employee in accordance with the FW Act. With respect to the additional annual leave of 5 days, if the parties cannot agree, the Employer CLC may direct the employee to take annual leave, having regard to the business and operational needs of the Employer CLC (following consultation with the employee as to the time the leave is to be taken).

37.2 Annual leave exclusive of public holidays

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

37.3 Management of leave accruals

37.3.1 Annual leave shall generally be taken at a mutually agreed time, and shall be cumulative from year to year.

37.3.2 Where an employee has accrued over four weeks' leave, the employee and their manager shall attempt to reach an agreement about a plan for the time for taking leave over the next twelve months, in order to keep accruals below six weeks.

37.3.3 The intention is that normally employees will take five weeks' annual leave each year. Therefore, extended periods of leave of more than five weeks at a time should be rare. Approval for extended periods of leave will be on the basis of forward planning and subject to operational requirements and budget, or in unusual circumstances.

37.3.4 Where the accrued annual leave is greater than eight weeks (or 10 weeks for a shiftworker) and agreement on taking the leave has not been reached, the employer may, with at least eight weeks' notice, direct the employee to take sufficient leave to reduce the accrual to six weeks in accordance with clause 37.4.

37.4 **Excessive leave accruals: request by employee for leave**

37.4.1 If an employee has genuinely tried to reach agreement with an Employer CLC under clause 37.3.2 but agreement is not reached (including because the Employer CLC refuses to confer), the employee may give a written notice to the Employer CLC requesting to take one or more periods of paid annual leave.

37.4.2 However, an employee may only give a notice to the Employer CLC under paragraph 37.4.1 if:

- (a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the employee has not been given a direction under clause 37.3.4 that when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.

37.4.3 A notice given by an employee under paragraph 37.4.1 must not:

- (a) if granted, result in the employee's remaining accrued annual leave entitlement to be less than six weeks; or
- (b) provide for the employee to take any period of paid annual leave of less than 1 week; or
- (c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by the Employer CLC and employee.

37.4.4 An employee is not entitled to request by a notice under paragraph 37.4.1 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker) in any period of 12 months.

37.4.5 The CLC Employer must grant paid annual leave requested by a notice under paragraph 37.4.1.

37.5 **Sickness during annual leave**

Where an employee becomes sick while on annual leave on days on which they would otherwise have worked, and immediately forwards to the Employer CLC a certificate of a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work, then the number of those days specified in the certificate or statutory declaration shall be deducted from any personal leave entitlement standing to the employee's credit, and shall be re-credited to their annual leave entitlement. If annual leave loading as provided for in clause 37.8 of this Agreement has been paid in respect of personal leave days referred to in this subclause, such leave loading shall not be re-credited.

37.6 Annual leave in advance

- 37.6.1 At the discretion of an Employer CLC, the Employer CLC 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.
- 37.6.2 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 37.6.1, the Employer CLC 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.

37.7 Cashing out of annual leave

- 37.7.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause 37.7.
- 37.7.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause 37.7.
- 37.7.3 An Employer CLC and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 37.7.4 An agreement under this clause 37.7 must state:
 - (a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (b) the date on which the payment is to be made.
- 37.7.5 An agreement under this clause 37.7 must be signed by the Employer CLC and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 37.7.6 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.
- 37.7.7 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 37.7.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks unless otherwise agreed by the Employer CLC.
- 37.7.9 The Employer CLC must keep a copy of any agreement under clause 37.7 as an employee record.

37.8 Annual Leave Loading

- 37.8.1 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.
- 37.8.2 Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (a) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

37.9 Calculation of the period of service

37.9.1 In calculating the period of service for the purposes of annual leave provided in this clause 37, the following periods will be included:

- (a) any period of paid leave;
- (b) any period an employee is receiving worker's compensation payments for which accident make-up payments are made, for a maximum of 12 months;
- (c) recognised prior service; and/or
- (d) such other periods as an Employer CLC may determine in a particular case.

37.9.2 Any periods of long service for which leave has been taken or payment in lieu has been made, will be used for the purposes of calculating service, but no further payment can be made or leave taken with respect to those periods.

37.9.3 No periods of unpaid leave shall be recognised as service unless specified in clause 37.9.1.

37.10 Payment for annual leave

37.10.1 When an employee takes a period of paid annual leave, the Employer CLC must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

37.11 Leave on termination of employment

37.11.1 Upon the termination of employment of an employee for whatever reason, an employee will be paid all accrued but untaken annual leave and the leave loading applicable to the accrued leave under this Agreement.

38. PURCHASED LEAVE

38.1 The purchased leave scheme set out under this clause 38 enables employees to access between one and 4 weeks' additional leave per year, with the agreement of the relevant Employer CLC. The leave is 'purchased' through salary deductions that are averaged over a 12 month period to ensure that a standard rate is received each pay period (**Standard Rate**).

38.2 Approval of any application to participate in the scheme is at the discretion of the Employer CLC.

38.3 Eligibility and Restriction

38.3.1 Full-time and part-time employees are eligible to participate in the scheme. The provisions of this clause do not apply to casuals, or to fixed-term employees engaged for periods of less than twelve months.

38.3.2 Salary deductions for part-time employees will be based on the hours of duty at the time of the application and will only be varied to take into account salary movements.

38.3.3 Purchased leave is not to be accessed for less than one week at a time, and may only be accessed in whole week blocks.

38.4 **Application and Entitlements**

- 38.4.1 A new application must be made, and approved by the Employer CLC, every 12 months in order for an employee to continue to participate in the scheme.
- 38.4.2 Agreements for employees to purchase leave must be recorded in writing.
- 38.4.3 The leave is purchased over 12 continuous months and employees are required to stay on the scheme for the full period, whilst employed in that position.
- 38.4.4 The purchased leave must be taken within 52 weeks of the date of commencement of the salary deductions.
- 38.4.5 In order to 'pay' for the purchased leave, employees will receive the Standard Rate for a period of twelve continuous months.
- 38.4.6 The Standard Rate will result in a reduction in the employee's taxable income. The amount deducted weekly is calculated using the following formula:
- (a) $\text{Salary received per week} \times \text{Number of weeks of purchased leave} / 52.$
- 38.4.7 The first salary deduction will be made on the pay day after the nominated commencement date. The deduction is adjusted to take into account salary increases resulting from salary increments or other salary increases.
- 38.4.8 Purchased leave will not affect entitlements to other forms of leave, which will accrue at the full time rate. No leave loading is payable on purchased leave. When employees take leave (purchased or otherwise) whilst participating in this scheme, the leave will be paid at the Standard Rate.
- 38.4.9 An employee's salary for superannuation purposes will be the employee's gross salary and will not change as a result of participation in this scheme.
- 38.4.10 On termination of employment, a reconciliation of the employee's purchased leave account including any adjustments in final monies will be conducted.

38.5 **Leave at half pay**

- 38.5.1 An employee, instead of purchasing leave, may request in writing, that any week of their annual leave entitlement be converted to two weeks' leave on half pay. Approval of any request for leave at half pay is at the discretion of the Employer CLC and will be in writing.

39. **PUBLIC HOLIDAYS**

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

39.2 **Payment for working on a public holiday**

- 39.2.1 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. Payments under this clause must be paid for the time so worked, with a minimum of 4 hours' pay.
- 39.2.2 Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

39.2.3 A casual employee will be paid the casual loading in clause 13.4.2 in addition to the public holiday penalty rate in clause 39.2.

39.2.4 A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

39.3 **Substitution of public holiday**

39.3.1 An employee may request to substitute another day for any public holiday prescribed in this clause. The requested day will be substituted if the Employer CLC agrees to the employee's request.

39.3.2 An employee may request to substitute another part day for a day that would otherwise be a part day public holiday prescribed in this clause. The requested part day will be substituted if the Employer CLC agrees to the employee's request.

40. **PAID PERSONAL/CARER'S LEAVE**

40.1 Personal/carer's leave is provided for in the NES. This clause does not apply to casual employees.

40.2 **Taking paid personal/carer's leave**

40.2.1 An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

40.3 **Amount of leave**

40.3.1 An employee is entitled to the following amount of paid personal/carer's leave:

- (a) for the first year of service with an Employer CLC, one (1) day for each month of service of paid personal/carer's leave;
- (b) during the second, third and fourth years of service, fourteen (14) days' of paid personal/carer's leave in each year; and
- (c) thereafter twenty one (21) working days of paid personal/carer's leave in each year.

40.3.2 Part-time employees accrue the entitlement in clause 40.3.1 on a pro-rata basis.

40.4 **Accrual of paid personal/carer's leave**

40.4.1 An employee's entitlement to paid personal/carer's leave accrues progressively during each month (for the first year) or year (after the first year) of service according to the employee's ordinary hours of work, and accumulates from year to year.

40.5 **Payment for paid personal/carer's leave**

- 40.5.1 If an employee takes paid personal/carer's leave, the Employer CLC must pay the employee at the employee's full pay for the employee's ordinary hours of work in that period.
- 40.5.2 Accrued but untaken paid personal/carer's leave will not be paid out to an employee upon the termination of their employment.

40.6 **Medical evidence**

- 40.6.1 To be entitled to paid personal leave an employee must produce a certificate from a qualified medical or other relevant health practitioner, or a statutory declaration, immediately on return to work, provided that:
- (a) single days up to a maximum of six (6) in any one calendar year may be taken without the production of a medical certificate or statutory declaration for personal leave; and
 - (b) two (2) days in a row of personal leave, on one occasion in any one calendar year, may be taken without the production of a medical certificate or statutory declaration.
- 40.6.2 The Employer CLC reserves the right to request any evidence from employees that it requires in order to approve a request for paid carer's leave.

41. **UNPAID CARER'S LEAVE**

- 41.1 Unpaid carer's leave is provided for in the NES.
- 41.2 An employee, including a casual employee, is entitled to 2 days' (or more by way of agreement with the employee's Employer CLC) of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:
- 41.2.1 a personal illness, or personal injury, affecting the member; or
 - 41.2.2 an unexpected emergency affecting the member.
- 41.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- 41.4 The Employer CLC reserves the right to request any evidence from employees that it requires in order to approve a request for unpaid carer's leave.

42. **COMPASSIONATE LEAVE**

- 42.1 Compassionate leave is provided for in the NES.
- 42.2 An employee is entitled to three (3) days of compassionate leave for each occasion when:
- 42.2.1 a member of the employee's Immediate Family or member of the employee's household dies;

- 42.2.2 a member of the employee's Immediate Family or member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to their life;
 - (b) sustains a personal injury that poses a serious threat to their life; or
- 42.2.3 a member of the employee's Immediate Family or member of the employee's household is stillborn; or
- 42.2.4 the employee, or the employee's spouse or partner, has a miscarriage.
- 42.3 The Employer CLC reserves the right to request any evidence from an employee that the Employer CLC requires in order to approve a request for compassionate leave.
- 42.4 Compassionate leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period, except for casual employees.

43. FAMILY VIOLENCE AND SEXUAL ASSAULT LEAVE

- 43.1 The Employer CLCs consider that all forms of violence are a violation of human rights.
- 43.2 The entitlements set out in this clause 43 are the minimum entitlements and Employer CLCs will endeavour to provide greater entitlements in policy, where financially viable. Employer CLCs are committed to ensuring they support employees through family and sexual violence, as much as is possible.
- 43.3 The Employer CLCs recognise that employees may face family violence that affects their attendance or performance at work. The Employer CLCs are committed to providing leave and other support to employees that experience family violence.
- 43.4 This clause applies to all employees, including casuals.
- 43.5 **Definitions**
- 43.5.1 In this clause:
- (a) **family violence** includes violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful. To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive;
 - (ii) is emotionally or psychologically abusive;
 - (iii) is economically abusive;
 - (iv) is threatening;
 - (v) is coercive;
 - (vi) in any other way controls or dominates the family member and causes that person to feel fear for their safety or wellbeing that of another person; or

- (vii) causes a child to hear or witness, or otherwise be exposed to the effects of such behaviour.
- (b) **family member** includes, but is not limited to:
 - (i) a spouse or partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or partner; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a de facto partner in the definition of family member in clause (b) includes a former de facto partner.
- (d) **sexual assault or sexual violence** refers to sexual actions without consent.

43.6 Entitlement to leave

43.6.1 An employee is entitled to 20 days' paid leave to deal with family violence and sexual assault/violence as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) the leave is available in full to part-time and casual employees.

43.6.2 The Employer CLC and employee may agree that the employee may take more than 20 days' paid leave to deal with family violence and sexual violence and some Employer CLCs may have policies in place outlining additional entitlements to paid family violence and sexual violence leave.

43.7 Taking leave

43.7.1 An employee may take leave to deal with family violence if the employee:

- (a) is experiencing family violence; and
- (b) needs to do something to deal with the impact of the family violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

43.7.2 An employee experiencing sexual assault will also be entitled to take family violence leave in accordance with this clause 43.

43.7.3 This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

43.7.4 Upon exhaustion of paid family violence leave, employees will be entitled to up to 2 days' unpaid family violence leave on each occasion.

43.8 Notice and evidence requirements

43.8.1 **Notice**

- (a) An employee must give an Employer CLC notice of the taking of leave by the employee under clause 43. The notice:
 - (i) must be given to the Employer CLC as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer CLC of the period, or expected period, of the leave.

43.8.2 Evidence

An employee who has given an Employer CLC notice of the taking of leave under clause 43 must, if required by the Employer CLC, give the Employer CLC evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 43.7.

43.9 Confidentiality

- 43.9.1 CLCs must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause 43 is treated confidentially, as far as it is reasonably practicable to do so.
- 43.9.2 Nothing in clause 43 prevents an Employer CLC from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- 43.9.3 Family violence and sexual assault leave will not be identified as such on an employee's payslip, to ensure that confidentiality is maintained.

44. GENDER AFFIRMATION LEAVE

- 44.1 The Employer CLCs are committed to providing a culture that is supportive of transgender and gender diverse employees and recognises the importance of providing a safe environment for employees who are taking steps to affirm their gender.
- 44.2 Gender affirmation refers to the process where a transgender employee commences living as a member of another gender. This may occur through medical, social or legal changes.
- 44.3 Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 44.4 An employee who commences living as a member of another gender is entitled to gender affirmation leave for the purpose of supporting the employee's affirmation.
- 44.5 Gender affirmation leave will comprise:
 - 44.5.1 up to four weeks' (20 days) paid leave in each 12 month period available to full-time employees and pro rata for part-time employees for essential and necessary gender affirmation procedures; and
 - 44.5.2 up to 48 weeks' unpaid leave for full-time and part-time employees over the lifetime of an employee's employment with the Employer CLC.
- 44.6 Essential gender affirmation procedures may include:
 - 44.6.1 medical or psychological appointments;

- 44.6.2 hormonal appointments;
 - 44.6.3 surgery and associated appointments;
 - 44.6.4 mental health related appointments, including counselling or psychologist appointments;
 - 44.6.5 appointments to alter the employee's legal status or amend the employee's gender on legal documentation; or
 - 44.6.6 any other similar necessary appointment or procedure to give effect to the employee's affirmation as agreed with the Employer CLC.
- 44.7 An employee who is entitled to unpaid gender affirmation leave may, in conjunction with all or part of that leave, utilise accrued annual or long service leave provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
- 44.8 Gender affirmation leave may be taken as consecutive, single, or part days as agreed with the Employer CLC.
- 44.9 Leave under this clause 44 will not accrue from year to year and cannot be paid out on termination of employment.
- 44.10 Casual employees are entitled to access unpaid leave of up to 52 continuous weeks for gender affirmation purposes.
- 44.11 An employee seeking to access gender affirmation leave, for 3 or more consecutive days, must provide the Employer CLC with at least four weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer CLC. If it is not practicable for an employee to provide 4 weeks' notice and in all other cases of an employee accessing leave under this clause, the employee must discuss their intention to take leave with their manager as soon as possible.
- 44.12 An employee seeking to access gender affirmation leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, statutory declaration or other suitable supporting documentation.

45. CHRISTMAS SHUTDOWN PERIOD

- 45.1 In addition to any other leave provided in this Agreement, employees (with the exception of casual employees) will be granted paid leave during the period between Christmas Day and New Years Day each year.
- 45.2 Where an Employer CLC is required to remain open during the period between Christmas Day and New Year's Day for operational reasons, and employees are required to work, an employee can take the bonus leave at another time as agreed between the Employer CLC and the employee. If the parties cannot agree, the Employer CLC may direct the employee to take the 3 days of leave at another time (following consultation with the employee as to the time the leave is to be taken).

46. LONG SERVICE LEAVE

- 46.1 The provisions of this Agreement in relation to long service leave should be read in conjunction with the *Victorian Long Service Leave Act 2018 (Vic)* (as varied or replaced from

time to time) and the *Long Service Benefits Portability Act 2018 (Vic)* (**LSL Portability Act**) (as varied or replaced from time to time), or any subordinate legislation that may come into effect. The provisions of this Agreement will prevail to the extent of any inconsistency so long as they are more generous.

46.2 Entitlement

- 46.2.1 An employee who has completed ten years' service shall be entitled to three months' long service leave with pay. An employee shall be entitled to a further one and a half months' long service leave with pay for each additional period of five years' completed service.
- 46.2.2 An employee who with not less than ten completed years of service resigns or whose services are terminated shall, upon written application, receive payment of a sum representing pay for service equal to 1/40th of the period of service, in lieu of long service leave with pay.
- 46.2.3 Where an employee with not less than four completed years of service retires on account of ill health, dies or is retrenched, the employee or the legal personal representative of the employee shall receive payment of a sum representing pay for service equal to 1/40th of the period of service.
- 46.2.4 Any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave. The Employer CLC shall grant to the employee a day off in lieu.
- 46.2.5 An employee will need to choose whether to access this entitlement with the Employer CLC or any entitlement under the LSL Portability Act. An employee will not be entitled to access both payments.

46.3 Pro-rata access

An employee may access this entitlement, on a pro-rata basis, after an initial period of 7 years' of continuous service. An employee is entitled to be paid out the pro rata component of their long service leave after 7 years if they resign or if their services are terminated.

46.4 Recognition of Prior Service

- 46.4.1 Prior service will be recognised, provided that the following conditions are fulfilled:
- (a) the previous employer transfers funds and details of the employee's leave entitlement to the Employer CLC to cover the employees pro rata leave liability (or, in the case of an Employer CLC, agrees to transfer funds but holds the funds in accordance with clause 46.4.3); and
 - (b) breaks in service do not exceed 12 months.
- 46.4.2 Prior service shall include any period or periods of service in:
- (a) any CLC;
 - (b) Victoria Legal Aid;
 - (c) any Australian State or Commonwealth Public Services;
 - (d) any statutory authority;
 - (e) any Local Government Authority; or

- (f) any other organisation as may be recognised from time to time by an Employer CLC.

46.4.3 For prior service with another Employer CLC, the previous Employer CLC must hold the funds for the benefit of the employee until the employee has accrued the service required to be entitled to long service leave with the new Employer CLC. The previous Employer CLC will then release the funds to the new Employer CLC. If the employee does not accrue the requisite service, the previous Employer CLC will retain the funds.

46.4.4 If a previous employer/s does not make any funds available, then the Employer CLC will still recognise the service (time) but will only be responsible for funding the component of the service that was accrued with the Employer CLC.

47. PARENTAL LEAVE AND RELATED ENTITLEMENTS

47.1 Parental leave is provided for in the NES. This clause contains additional provisions. In addition to the provisions contained below in this clause, employees are entitled to the Federal Government's provision of Paid Parental Leave.

47.2 The parental leave entitlements in this clause are summarised in the table below.

	Paid Leave	Unpaid Leave	Superannuation	Total
Primary Caregiver				
More than 12 months continuous service	16 weeks	36 weeks	Yes – 52 weeks	52 weeks
Less than 12 months continuous service	0 weeks	52 weeks	No	52 weeks
Non-Primary Caregiver				
More than 12 months continuous service	4 weeks	48 weeks	No	52 weeks
More than 12 months continuous service and takes over primary caregiver role within first 78 weeks	16 weeks less any paid leave taken as a non-primary caregiver	52 weeks less any leave taken as a non-primary caregiver	Yes – 12 weeks	12 weeks
Less than 12 months continuous service	0 weeks	52 weeks	No	52 weeks
Pre-natal Leave				
An employee who is pregnant	36 hours	0	Yes – 36 hours	36 hours
An employee who has a partner who is pregnant	7.6 hours	0	Yes – 7.6 hours	7.6 hours
Pre-adoption Leave				
An employee who is adopting	15.2 hours	0	Yes – 15.2 hours	15.2 hours
Compassionate Parental Leave				
An employee whose pregnancy terminates other	16 weeks	36 weeks	Yes – 52 weeks	52 weeks

than by giving birth of a living child at least 20 weeks into the pregnancy				
An employee who has a partner who is pregnant and whose pregnancy terminates other than by giving birth of a living child at least 20 weeks into the pregnancy	4 weeks	48 weeks	No	52 weeks
An employee whose child dies during the 24-month period starting on the child's date of birth	Any accrued but untaken paid leave under clause 48	Any accrued but untaken unpaid leave under clause 48	Yes – 52 weeks	n/a

47.3 Eligibility for paid parental leave

- 47.3.1 A full-time or part-time employee, whether employed on a fixed term or ongoing basis who has completed at least 12 months' of continuous service with the Employer CLC will be entitled to parental leave in accordance with this clause 47 (except that a fixed term employee's entitlement ends on the date their contract ends).
- 47.3.2 An eligible primary carer will be entitled to leave associated with:
- (a) the birth of a child of the employee or the placement of a child with the employee for adoption or permanent fostering arrangement; and
 - (b) the employee has or will have a responsibility for the care of the child.
- 47.3.3 The entitlements under this clause 47 apply to eligible employees regardless of their sexual orientation or gender identity.
- 47.3.4 An eligible employee is entitled to paid parental leave if the child is stillborn and an employee would have been entitled to paid parental leave despite the stillbirth of the child.

47.4 Definitions

- 47.4.1 **Child** means:
- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's legal surrogate; or
 - (b) in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:
 - (i) who is, or will be, under 16 years of age as at the day of placement, or the expected day of placement; and
 - (ii) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement.

47.4.2 **Primary carer** means the person who takes primary responsibility for the care of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary caregiver on a particular day.

47.4.3 **Non-primary carer** means a person who has parental responsibility for the child but is not the primary carer.

47.5 **Pre-natal leave**

47.5.1 In addition to any other leave entitlements afforded to employees in this Agreement, an employee, other than a casual employee, who presents a medical certificate from a registered medical practitioner stating that the employee is pregnant will have access to paid leave totalling up to 36 hours per pregnancy to enable them to attend routine medical appointments associated with the pregnancy. Each absence must be covered by appropriate evidence.

47.5.2 Any employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. The Employer CLC reserves the right to request any evidence from an employee in relation to each absence.

47.6 **Pre-adoption leave**

47.6.1 In addition to any other leave entitlements afforded to employees in this Agreement, an employee, other than a casual employee, who presents evidence to satisfy the Employer CLC that they are in the process of adopting a child or securing permanent guardianship, is entitled to take up to 15.2 hours paid leave to attend any interviews or examinations required to obtain approval of the adoption or guardianship. The Employer CLC reserves the right to request any evidence from an employee in relation to each absence.

47.7 **Parental Leave (primary carer)**

47.7.1 An eligible employee, who will be the primary carer at the time of the birth or adoption of their child, is entitled to 16 weeks' paid parental leave and 36 weeks' unpaid parental leave.

47.7.2 A non-eligible full time or part time employee or casual employee who will be the primary carer at the time of the birth or adoption of their child will be entitled to up to 52 weeks' unpaid parental leave.

47.7.3 An employee cannot receive primary carer parental leave entitlements if the employee has not returned to work prior to a previous period of parental leave.

47.7.4 If an employee becomes the primary carer after having used non-primary carer leave, their entitlement to paid primary carer leave will be reduced by the paid leave taken as a non-primary carer.

47.8 **Parental leave (non-primary carer)**

47.8.1 An eligible employee, who will be the non-primary carer at the time of the birth or adoption of their child, is entitled to 4 weeks' paid parental leave and 48 weeks' unpaid parental leave.

47.8.2 Only one parent can receive non-primary carer parental leave entitlements in respect of the birth or adoption of their child.

47.8.3 An employee cannot receive non-primary carer parental leave entitlements where the employee has received primary carer parental leave entitlements in relation to their child.

47.9 Additional paid leave for non-primary carer

47.9.1 A non-primary carer is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of birth or adoption of the child provided that they become the primary carer.

47.9.2 To access additional paid leave, the employee must have been eligible for paid non-primary carer leave at the time of birth or adoption of their child, irrespective of when the employee elects to take the paid leave under this clause 47.

47.10 Compassionate parental leave

47.10.1 A pregnant employee is entitled to take leave in accordance with clause 47.7 if the pregnancy terminates other than by the birth of a living child at least 20 weeks into the pregnancy.

47.10.2 The partner of a pregnant employee is entitled to take leave in accordance with clause 47.8 if the pregnancy terminates other than by the birth of a living child at least 20 weeks into the pregnancy.

47.10.3 If a pregnancy terminates other than by the birth of a living child prior to 20 weeks, the employee may utilise personal leave and compassionate leave in accordance with clauses 40 and 42.

47.10.4 If the child dies during the 24-month period starting on the child's date of birth, employees who have not used all entitlements owing under this clause 47, will be able to utilise these entitlements.

47.11 Notice and evidence requirements

47.11.1 An employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the employee must also provide a statutory declaration (or any other form of written notice, as agreed to by the Employer CLC) stating:

- (a) that the employee will become either the primary caregiver or non-primary caregiver of the child as appropriate; and
- (b) that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

47.11.2 At least 4 weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates, unless it is not practicable to do so.

47.11.3 The Employer CLC may require the employee to provide evidence which would satisfy a reasonable person of:

- (a) for birth-related leave, the date of birth of the child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

- (b) for adoption-related leave, the commencement of the placement (or expected day of placement) of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement.

47.11.4 An employee will not be in breach of this clause 47.11 if failure to give the stipulated notice is occasioned by confinement or the placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances, the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

47.12 Commencement of parental leave

47.12.1 An eligible employee who is pregnant may commence primary carer parental leave at any time within 16 weeks prior to the expected date of birth of the child. In all other cases, primary caregiver parental leave commences on the day of birth or placement of the child.

47.12.2 Non-primary carer parental leave may commence up to one week prior to the expected birth or placement of the child. If a non-primary carer wishes to extend their parental leave, in accordance with clause 47.9, this will need to be taken at a time agreed with the Employer CLC.

47.12.3 The Employer CLC and employee may agree to alternative arrangements regarding the commencement of parental leave.

47.12.4 The period of parental leave for the purpose of calculating an employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the child, irrespective of when the employee elects to use any paid entitlements they may have under this clause.

47.13 Varying and extending parental leave

47.13.1 Parental leave may be extended in accordance with the FW Act.

47.14 Employer superannuation contributions in respect of parental leave

47.14.1 An Employer CLC will make superannuation contributions in respect of parental leave taken by an eligible employee who is a primary carer under this clause 47, at the rate that is prescribed under the Superannuation Guarantee Legislation, on the salary the employee would have otherwise received, if they were not on unpaid parental leave for a maximum period of one year.

47.14.2 Non-eligible employees and non-primary carers will not be entitled to paid superannuation on their unpaid parental leave.

47.15 Return to work

47.15.1 Returning to work early

(a) During the period of parental leave, an employee may return to work at any time as agreed between the Employer CLC and the employee, provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

(b) In the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify the Employer CLC immediately and the Employer CLC will nominate a time not

exceeding 4 weeks from receipt of notification for the employee's return to work.

47.15.2 Returning to work at conclusion of leave

- (a) At least 4 weeks prior to the expiration of parental leave, the employee will notify the Employer CLC of their return to work after a period of parental leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

47.15.3 Returning to work at a reduced time fraction

- (a) To assist an employee in balancing work and parental responsibilities, an employee may request to return to work at a reduced time fraction until their child reaches school age, after which the employee will resume their substantive time fraction (unless otherwise agreed with an Employer CLC).
- (b) Such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

47.16 **Paid parental leave on half-pay**

- 47.16.1 The Employer CLC may allow an employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

48. COMMUNITY SERVICE LEAVE

48.1 **Community Service Leave – Jury Service**

- 48.1.1 Jury service leave will be in accordance with the NES and the *Juries Act 2000* (Vic).
- 48.1.2 An employee who is required to attend for jury service in any court during the employee's ordinary working hours, will advise an Employer CLC as soon as possible and shall be granted leave with pay for the period during which attendance at court is required, less any amount received from the court by way of fee for attendance.
- 48.1.3 The employee will give the Employer CLC proof of the employee's attendance at the court, the duration of such attendance and the amount received in respect of such jury service from the court.

48.2 **Community Service Leave – Emergency Services Leave**

- 48.2.1 Community service leave will be in accordance with the NES.
- 48.2.2 An employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State

Emergency Service and St Johns Ambulance must be released from normal duty without loss of pay, for up to 10 days where an emergency situation arises that requires the attendance of the employee.

- 48.2.3 An employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer CLC in which the employee is employed.

49. CULTURAL AND CEREMONIAL LEAVE

- 49.1 The parties to this Agreement recognise and value the cultural diversity of all employees and will provide the opportunity for employees to observe days and periods of cultural, ceremonial and/or religious significance.
- 49.2 Aboriginal and Torres Strait Islander employees are entitled to 10 days' paid leave per calendar year, which is available at the commencement of employment, for the purpose of culturally, ceremonially and/or religiously significant events.
- 49.3 Employees who are adherent to and celebrate cultural, ceremonial and/or religious days of observance shall be entitled to paid leave up to a maximum of 2 days per calendar year, which is available at the commencement of employment, for the purposes of fulfilling service for cultural, ceremonial and/or religious obligations.
- 49.4 Where attendance to observe days and periods of cultural, ceremonial and/or religious significance requires additional time away from work, employees may apply for any accrued paid leave to which they are already entitled under this Agreement (annual leave, long service leave) and shall have reasonable access to time in lieu and/or flexible work practices (as outlined in this Agreement). Alternatively the employee may elect to apply for up to 10 days' unpaid leave per annum, non-cumulative.
- 49.5 Employees may also be able to substitute public holidays for days off for cultural, ceremonial and/or religious purposes (see clause 39.3).

50. STUDY LEAVE

- 50.1 Employees may be granted paid study leave to attend a course of study at an approved educational institution where it serves the interests of an Employer CLC to do so and a direct benefit from the subject matter will flow to the Employer CLC and the employee. In certain circumstances, the Employer CLC may approach an employee to embark on a course of study in order to obtain specialist knowledge or skills.
- 50.2 An employee may be granted sufficient paid leave to enable travel and attendance at lectures, tutorials, practicals and examinations of up to 5 hours per week (pro-rated for part time employees). Paid leave will only be granted where relevant lectures, tutorials, practicals and examinations are not available outside core hours of work.
- 50.3 Study leave applications will be considered at the beginning of the academic year allowing sufficient time to consider the merits of each case prior to the commencement of the academic year. Employees must submit a written study leave application to the Employer CLC. All approvals will be for a maximum period of 12 months. Employees must reapply for ongoing support. Approval will be on the basis of the relative merits of the proposal together

with evidence of satisfactory academic progress. Evidence of timetable options may also be required at application stage.

51. BLOOD DONATION LEAVE

Leave may be granted to an employee (except a casual employee) without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

52. SPECIAL LEAVE

- 52.1 A full-time or part-time employee may apply for up to 5 days' paid special leave each year (pro-rated for part time employees) in urgent and unexpected domestic crises or climate emergencies, including (but not limited to) when the employee's house has burnt down, broken into, damaged by storms or there are floods which prevent the employee from getting to work.
- 52.2 Employees must provide a statutory declaration (or other suitable supporting documentation, with the approval of an Employer CLC) in order to access special leave, which will be granted at the discretion of the Employer CLC and may be rejected provided that the Employer CLC provides a reason to the employee.
- 52.3 Special leave does not accrue and is not paid out when an employee's employment ends.

53. UNION REPRESENTATIVES

- 53.1 The Employer CLCs recognise the role that employee union representatives play in promoting understanding and knowledge of industrial arrangements and in dispute resolution.
- 53.2 An employee (whether individually or collectively) in any dealings with the Employer CLC is entitled to choose to be represented by a nominated representative of their choice in relation to any matter arising from, or in connection, with this Agreement.
- 53.3 On being notified in writing that an employee has been appointed as an employee union representative, the Employer CLC will recognise the employee as a union representative and allow them reasonable time in working hours, without loss of pay, to perform the tasks required to effectively represent employees on matters arising from this Agreement, subject to operational requirements. These functions may include participation in bargaining and other consultation processes or any other representative function.
- 53.4 Such an employee may be granted up to five (5) days' paid leave to attend workplace relations training or conferences within each 12 month period, so long as the granting of such leave does not unduly affect operational requirements.
- 53.5 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between employees and their representative on matters relating to this Agreement.

54. UNION CONSULTATIVE COMMITTEES

- 54.1 The Employer CLCs are committed to improved and effective consultation in the workplace. Both parties agree that consultation will provide employees with an opportunity to participate

fully in decisions, which impact on their working lives and support the principle of consultation.

54.2 At the request of employees, the parties agree to establish a union/employee and management consultative committee at each Employer CLC, as this is the most appropriate method whereby the above principles can be practiced and upheld.

54.3 **Objectives of the committee**

54.3.1 The objectives of the committee will be:

- (a) to increase the quality of working life for all CLC employees particularly in the areas of job design, skill formation, training and the working environment both physical and mental;
- (b) to improve job security, productivity and efficiency of the organisation;
- (c) to increase the effectiveness of the organisation and its services; and
- (d) that this committee is not for the purpose of dispute settlement.

55. OCCUPATIONAL HEALTH AND SAFETY LEAVE TRAINING

55.1 An employee, upon election as a Health and Safety Representative, may be granted up to 5 days' paid leave as soon as practicable after election to undertake appropriate training from a training organisation of the employee's choice, that is approved by WorkSafe Victoria and the Employer CLC, having regard to the course places and the Employer CLC's operational requirements. An Employer CLC will meet any reasonable costs incurred. Leave under this clause must only be granted to an employee on one occasion and is additional to any other leave granted under this Agreement.

56. SAVINGS CLAUSE

Nothing in this Agreement shall reduce any entitlements accrued prior to the introduction of this Agreement, or reduce the rate of pay of any individual simply by the introduction of this Agreement (including the classifications as set out in Schedule 3).

57. SUPPORTED WAGE SYSTEM

Schedule F of the SCHADS Award is incorporated into this Agreement.

Schedule 1 Signing page

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Employers

ADVOCACY AND RIGHTS CENTRE LIMITED



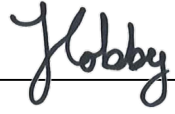
SIGNATURE

Damian Stock, Chief Executive Officer

FULL NAME and TITLE

Address:
171 Hargreaves St
Bendigo Vic 3550

In the presence of:

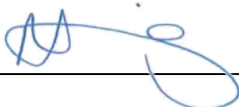


SIGNATURE
Date: 04/04/2024

Jenny Cobby

FULL NAME

BALLARAT & GRAMPIANS COMMUNITY LEGAL SERVICE INC.




SIGNATURE

Narelle Laing, Chief Executive Officer

FULL NAME and TITLE

Address:
5 Chancery Lane
Ballarat Central Vic 3350

In the presence of:



SIGNATURE
Date 04/04/2024

James McDonnell

FULL NAME

BARWON COMMUNITY LEGAL SERVICE INC



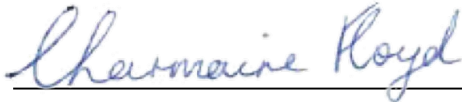
Bryanna Connell, Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:
Level 1/63 Thomson Street
Belmont Vic 3216

In the presence of:



Charmaine Floyd

SIGNATURE
Date 03/04/2024

FULL NAME

COMMUNITY PLUS SERVICES LTD



Cameron Boye, Acting Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:
Suite 2-4, 30 to 32 East Esplanade
St. Albans Vic 3021

In the presence of:



Tanuja Mehta

SIGNATURE
Date 04/04/2024

FULL NAME

ENVIRONMENTAL JUSTICE AUSTRALIA




Elizabeth McKinnon

SIGNATURE

FULL NAME and TITLE

Address:
Level 3, the 60L Green Building, 60 Leicester Street
Carlton Vic 3053

In the presence of:



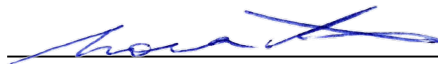
SIGNATURE

Date 04/04/2024

Thea Lange

FULL NAME

FEDERATION OF COMMUNITY LEGAL CENTRES (VIC) INC



SIGNATURE

Address:
Level 3, 225 Bourke Street
Melbourne Vic 3000

Louisa Gibbs, CEO

FULL NAME and TITLE

In the presence of:



SIGNATURE

Date 04/04/2024

Nicole Burnard

FULL NAME

FITZROY LEGAL SERVICE INC



SIGNATURE

Address:
201 Napier Street
Fitzroy Vic 3065

Hamish McLachlan, Interim CEO

FULL NAME and TITLE

In the presence of:



SIGNATURE

Date 04/04/24

Jo Ferrari

FULL NAME

MENTAL HEALTH LEGAL CTRE INC

Charlotte Jones

SIGNATURE

Address:
Suite 2, Level 2/491-495 King Street
West Melbourne Vic 3003

In the presence of:

Fiorina Raso

SIGNATURE
Date 04/04/2024

MOONEE VALLEY LEGAL SERVICE INC.

TJ

SIGNATURE

Address:
13A Wingate Avenue

Charlotte Jones CEO

FULL NAME and TITLE

Fiorina Raso

FULL NAME

Timothy Jeffrie - Chair MVLS

FULL NAME and TITLE

Ascot Vale Vic 3032

In the presence of:



STEPHEN LEWIS FODROCY

SIGNATURE

FULL NAME

Date 4/4/24

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NORTHERN COMMUNITY LEGAL CENTRE INC



Jenni Smith CEO

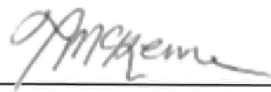
SIGNATURE

FULL NAME and TITLE

Address:

3/1100 Pascoe Vale Road
Broadmeadows Vic 3047

In the presence of:



Tania McKenna

SIGNATURE

FULL NAME

Date 04/04/2024

SOCIAL SECURITY RIGHTS VICTORIA INC



Gillian Wilks Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:

Level 4, Fitzroy Town Hall, 201 Napier Street
Fitzroy Vic 3065

In the presence of:



Adam Rompel

SIGNATURE

FULL NAME

Date 04.04.2024

SOUTH-EAST MONASH LEGAL SERVICE INC.



Kristen Wallwork, Executive Director

SIGNATURE

FULL NAME and TITLE

Address:
5 Osborne Avenue
Springvale Vic 3171

In the presence of:



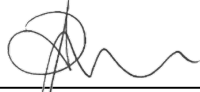
Tariq Khan

SIGNATURE

FULL NAME

Date 03 April 2024

SOUTHSIDE JUSTICE INC



Mel Dye, Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:
118A Carlisle Street
St Kilda Vic 3182

In the presence of:



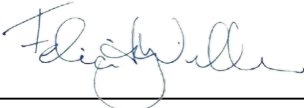
Paul Wenske

SIGNATURE

FULL NAME

Date 04 April 2024

UPPER MURRAY FAMILY CARE INC.



Felicity Williams, Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:
Level 1/9 Stanley Street

Wodonga Vic 3690

In the presence of:



Sarah Rodgers

SIGNATURE

FULL NAME

Date 4/4/2023

WESTERN COMMUNITY LEGAL CENTRE LIMITED



Melissa Hardham

SIGNATURE

FULL NAME and TITLE

Address:
Workspace365, Level 2, 90 Maribyrnong Street
Footscray Vic 3011

In the presence of:



Emma Probert

SIGNATURE

FULL NAME

Date

WOMEN'S LEGAL SERVICE VICTORIA



Claudia Fatone - Chief Executive Officer

SIGNATURE

FULL NAME and TITLE

Address:
PO Box 13311
Law Courts Vic 8010

In the presence of:



Ruth McKendrick

SIGNATURE

FULL NAME

Date

Signed for and on behalf of the Employees
AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION



SIGNATURE

Leon Wiegard, ASU Assistant Branch Secretary

FULL NAME and TITLE

Address:
116 Queensberry St
Carlton South Vic 3053

In the presence of:



SIGNATURE

Timothy Sullivan, ASU Organiser

FULL NAME

Date: 4th April, 2024

Schedule 2 Salary Rates

Classification	<i>Minimum hourly pay rate (from 1 July 2023 under the SCHADS Award)</i>	Minimum hourly pay rate from the next pay period on or after the commencement date until 30 June 2024 (1% above SCHADS Award rates)
Level 1 - pay point 1	\$24.73	\$24.98
Level 1 - pay point 2	\$25.53	\$25.79
Level 1 - pay point 3	\$26.44	\$26.70
Level 2 - pay point 1	\$32.53	\$32.86
Level 2 - pay point 2	\$33.55	\$33.89
Level 2 - pay point 3	\$34.57	\$34.92
Level 2 - pay point 4	\$35.49	\$35.84
Level 3 - pay point 1	\$36.36	\$36.72
Level 3 - pay point 2	\$37.40	\$37.77
Level 3 - pay point 3	\$38.20	\$38.58
Level 3 - pay point 4	\$38.99	\$39.38
Level 4 - pay point 1	\$41.94	\$42.36
Level 4 - pay point 2	\$43.03	\$43.46
Level 4 - pay point 3	\$44.14	\$44.58
Level 4 - pay point 4	\$45.13	\$45.58
Level 5 - pay point 1	\$47.98	\$48.46
Level 5 - pay point 2	\$49.01	\$49.50
Level 5 - pay point 3	\$50.15	\$50.65
Level 6 - pay point 1	\$52.42	\$52.94
Level 6 - pay point 2	\$53.57	\$54.11
Level 6 - pay point 3	\$54.73	\$55.28
Level 7 - pay point 1	\$56.69	\$57.26
Level 7 - pay point 2	\$57.87	\$58.45
Level 7 - pay point 3	\$59.05	\$59.64
Level 8 - pay point 1	\$61.51	\$62.13
Level 8 - pay point 2	\$62.71	\$63.34
Level 8 - pay point 3	\$63.92	\$64.56

Schedule 3 Classifications

B.1 Social and community services employee level 1		No indicative
B.2 Social and community services employee level 2		
B.2.1 Characteristics of the level	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Indicative positions: <ul style="list-style-type: none"> • Paralegal • Trainee / Junior Administrative roles
B.2.2 Responsibilities	<p>Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.</p> <p>(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.</p> <p>(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.</p> <p>A position at this level may include some of the following:</p> <p>(a) undertake a range of activities requiring the application of established work procedures</p>	

<p>B.2.3 Requirements of the position</p>	<p>and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;</p> <ul style="list-style-type: none"> (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. Some or all of the following are needed to perform work at this level: <p>(a) Skills, knowledge, experience, qualification and/or training</p> <ul style="list-style-type: none"> (i) basic skills in oral and written communication with clients and other members of the public; 	
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	<ul style="list-style-type: none"> (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. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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. <p>(c) Organisational relationships</p> <ul style="list-style-type: none"> (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under <u>B.2.2</u> being undertaken; (ii) provide limited guidance to a limited number of lower classified employees. <p>(d) Extent of authority</p> <ul style="list-style-type: none"> (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. 	
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B.3 Social and community services employee level 3

<p>B.3.1 Characteristics of this level</p>	<ul style="list-style-type: none"> (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 	<p>Indicative positions:</p> <ul style="list-style-type: none"> • Administrative roles
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**B.3.2
Responsibilities**

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.

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,

<p>B.3.3 Requirements of the job</p>	<p>initiative, confidentiality and sensitivity in the performance of work;</p> <p>(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;</p> <p>(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;</p> <p>(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;</p> <p>(i) supervise a limited number of lower classified employees or volunteers;</p> <p>(j) allow the scope for exercising initiative in the application of established work procedures;</p> <p>(k) deliver single stream training programs;</p> <p>(l) co-ordinate elementary service programs;</p> <p>(m) provide assistance to senior employees;</p> <p>(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:</p> <p>(i) undertake some minor phase of a broad or more complex assignment;</p> <p>(iii) perform duties of a specialised nature;</p> <p>(iv) (iii) provide a range of information services;</p> <p>(v) (iv) plan and co-ordinate elementary community-based projects or programs;</p> <p>(vi) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.</p> <p>(o) in the delivery of disability services as described in subclauses <u>B.1.2</u> or <u>B.2.2</u>, 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.</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p> <p>(i) thorough knowledge of work activities performed within the workplace;</p>	
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	<ul style="list-style-type: none"> (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. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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. <p>(c) Organisational relationships</p> <ul style="list-style-type: none"> (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 <u>B.3.2</u> being undertaken; (iii) operate as member of a team; (iv) supervision of other employees. <p>(d) Extent of authority</p> <ul style="list-style-type: none"> (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.	Indicative positions: <ul style="list-style-type: none"> • New Lawyer – definition by VLSBC (up to 18-24 months post admission)

<p>B.4.2 Responsibilities</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.</p> <p>To contribute to the operational objectives of the workplace, a position at this level may include some of the following:</p> <p>(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;</p> <p>(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;</p> <p>(c) identification of specific or desired performance outcomes;</p> <p>(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;</p> <p>(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;</p> <p>(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</p>	<ul style="list-style-type: none"> • New Social Worker (< 2 years' experience) • New Financial Counsellor (< 2 years' experience) • Coordinator roles • Officer roles • Community development roles
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<p>B.4.3 Requirements of the position</p>	<p>organisation and within budgetary constraints;</p> <p>(g) provide administrative support of a complex nature to senior employees;</p> <p>(h) exercise responsibility for various functions within a work area;</p> <p>(i) provide assistance on grant applications including basic research or collection of data;</p> <p>(j) undertake a wide range of activities associated with program activity or service delivery;</p> <p>(k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;</p> <p>(l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;</p> <p>(m) apply computer programming knowledge and skills in systems development, maintenance and implementation;</p> <p>(n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;</p> <p>(o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:</p> <p>(i) liaise with other professionals at a technical/professional level;</p> <p>(ii) discuss techniques, procedures and/or results with clients on straight forward matters;</p> <p>(iii) lead a team within a specialised project;</p> <p>(iv) provide a reference, research and/or technical information service;</p> <p>(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;</p> <p>(vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;</p> <p>(vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.</p>	
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	<p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p> <ul style="list-style-type: none"> (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. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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, <p>(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.</p> <p>(d) Employees working as sole employees will commence at this level.</p> <p>(e) Organisational relationships</p> <ul style="list-style-type: none"> (i) works under general direction; (ii) supervises other staff and/or volunteers or works in a specialised field. <p>(f) Extent of authority</p> <ul style="list-style-type: none"> (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; 	
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	<p>(iv) solutions to problems generally found in precedents, guidelines or instructions;</p> <p>(v) assistance usually available.</p>	
B.5 Social and community services employee level 5		
<p>B.5.1 Characteristics of the level</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>Indicative positions:</p> <ul style="list-style-type: none"> • Lawyer (> 2 years' experience) • Policy roles • Advisor roles • Senior Coordinator roles • Senior Officer roles • Social worker (> 2 years' experience) • Financial counsellor (>2 years' experience)
<p>B.5.2 Responsibilities</p>	<p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <p>(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;</p>	

**B.5.3
Requirements of
the position**

- (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:

	<ul style="list-style-type: none"> (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. <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p> <ul style="list-style-type: none"> (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. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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. <p>(c) Organisational relationships work under general direction; supervise other employees and/or volunteers.</p> <p>(d) Extent of authority</p> <ul style="list-style-type: none"> (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; 	
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	(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	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>Indicative positions:</p> <ul style="list-style-type: none"> • Senior Lawyer • Senior Policy roles • Senior Advisor roles • Manager of [<i>insert title</i>]* • Lead of [<i>insert title</i>]* • Senior Social Worker • Senior Financial Counsellor
B.6.2 Responsibilities		

<p>B.6.3 Requirements of the position</p>	<p>(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.</p> <p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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; 	
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	<ul style="list-style-type: none"> (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. <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualification and/or training</p> <ul style="list-style-type: none"> (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. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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. <p>(c) Organisational relationships</p> <ul style="list-style-type: none"> (i) works under limited direction from senior employees of the Committee of Management or Board; (ii) supervision of staff. <p>(d) Extent of authority</p> <ul style="list-style-type: none"> (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; 	
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	<ul style="list-style-type: none"> (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. 	
<p>B.7 Social and community services employee level 7</p>		
<p>B.7.1 Characteristics of the level</p>	<ul style="list-style-type: none"> (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. 	<p>Indicative positions:</p> <ul style="list-style-type: none"> • Principal Lawyer • Managing Lawyer – of people and/or programs/projects
<p>B.7.2 Responsibilities</p>	<p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p>	

<p>B.7.3 Requirements of the position</p>	<ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualification and/or training</p> <ul style="list-style-type: none"> (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. <p>(b) Organisational relationships</p> <ul style="list-style-type: none"> (i) works under limited direction; 	
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	<p>(ii) normally supervises other employees and establishes and monitors work outcomes.</p> <p>(c) Extent of authority</p> <p>(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.</p>	
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B.8 Social and community services employee level 8

<p>B.8.1 Characteristics of this level</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.</p> <p>(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</p>	<p>Indicative positions:</p> <ul style="list-style-type: none"> • Director of [<i>insert title</i>]* • Chief Operating Officer • Deputy CEO • CEO/Executive Officer, or above the award
<p>B.8.2 Responsibilities</p>		

<p>B.8.3 Requirements of the position</p>	<p>which may be outside of the original field of specialisation.</p> <p>(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.</p> <p>(h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.</p> <p>A position at this level may include some of or similar responsibilities to:</p> <p>(a) undertake work of significant scope and complexity. A major portion of the work requires initiative;</p> <p>(b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;</p> <p>(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;</p> <p>(d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;</p> <p>(e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;</p> <p>(f) administer complex policy and program matters;</p> <p>(g) may offer consultancy service;</p> <p>(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; where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:</p> <p>(i) contribute to the development of operational policy;</p> <p>(ii) assess and review the standards of work of other specialised personnel/external consultants;</p> <p>initiate and formulate organisational programs;</p> <p>implement organisational objectives within corporate goals;</p>	
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	<p>develop and recommend ongoing plans and programs.</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualification and/or training</p> <ul style="list-style-type: none"> (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies; (ii) organisation and external bodies; (iii) detailed knowledge of statutory requirements. <p>(b) Prerequisites</p> <ul style="list-style-type: none"> (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. 	
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*The title of this indicative position is to be confirmed by each Employer CLC to allow for the variation in position names between Employer CLCs

Schedule 4 Allowances

Allowance	Clause	Coverage	Amount
Higher duties allowance	23	Full-time and part-time employees who perform duties of another employee in a higher classification for five consecutive working days or more	Paid the rate of the higher classification
On-call allowance	24	Full-time and part-time employees who are on-call	2.0% of the standard rate (\$22.81) for any 24 hour period or part thereof during which the employee is on-call during the period from the time of finishing ordinary duty on Monday to the termination of ordinary duty on Friday; 3.96% of the standard rate (\$45.17) in respect of any other 24 hour period or part thereof or any public holiday or part thereof.
Language allowance	25	Full-time and part-time employees who agree to use language skills to assist public with low English proficiency	Annual allowance of \$1,000, pro rata for part-time employees.
Telephone Allowance	26	Full-time and part-time employees required to use a personal mobile phone for work related calls	Reimbursement for work related calls from personal mobiles will be in accordance with relevant policies at Employer CLCs
Travelling Allowance	27.1	Full-time and part-time employees authorised to use their own vehicle in performing their duties	\$0.96 per kilometre
	27.2	Full-time and part-time employees required to travel on duty	Reasonably incurred expenses (including fares, meals and accommodation)
	27.4	Full-time and part-time employees required to stay away from home overnight	Costs of reasonable accommodation and meals
	27.6	Full-time and part-time employees required to work outside normal hours	Reimbursed fares, or \$0.96 per kilometre if using own vehicle
	27.7	Full-time and part-time employees working approved overtime who need to travel when reasonable transport is not available.	Reimbursed costs of taxi or rideshare service to employees home
First Aid Allowance	28	Any employee (including casuals) required by the Employer CLC to hold a current first aid license and perform first aid at their workplace	\$19.05 per week for full time employees and on a pro-rata basis for casual and part-time employees
Cost of Employment Related Legal Proceedings	29	Full-time and part-time employees required to attend a Coroner's inquest, or any other court of law matters	Reasonable legal costs relating to court appearance/representation
Overtime Meals Allowance	30	Full-time and part-time employees working more than an hour overtime	A meal provided by the employer or a meal allowance of up to \$20.00 as follows:

			<ul style="list-style-type: none">• when required to work more than one hour after the usual finishing hour of work; and• provided that where such overtime work exceeds four hours a further meal allowance of \$15.20 will be paid.
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Schedule 5 List of CLCs

1. Advocacy and Rights Centre Limited
2. Ballarat & Grampians Community Legal Service Inc.
3. Barwon Community Legal Service Inc
4. Comm Unity Plus Services Ltd
5. Environmental Justice Australia
6. Federation of Community Legal Centres (Vic) Inc
7. Fitzroy Legal Service Inc
8. Mental Health Legal Centre Inc
9. Moonee Valley Legal Service Inc.
10. Northern Community Legal Centre Inc
11. Social Security Rights Victoria Inc
12. South-East Monash Legal Service Inc.
13. Southside Justice Inc
14. Upper Murray Family Care Inc.
15. Western Community Legal Centre Limited
16. Women's Legal Service Victoria