

SAFE + EQUAL

SAFE AND EQUAL INC

ENTERPRISE AGREEMENT 2024 to 2026

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PART II – GENERAL AND MANDATORY TERMS

1. TITLE

This agreement will be known as the Safe and Equal Inc Enterprise Agreement 2024 to 2026 (**Agreement**).

2. COVERAGE

This Agreement will cover and apply to:

- 2.1. Safe and Equal Inc (**Safe and Equal**) (**Employer/the Organisation**);
- 2.2. All employees of the Employer, other than the Chief Executive Officer (**CEO**) and executive directors, who are employed to perform work within the Social and Community Services classifications of the Social, Community, Home Care and Disability Services Award (**Employees**); and
- 2.3. The Australian Municipal, Administrative, Clerical and Services Union trading as the Australia Services Union (**ASU**).

3. DEFINITIONS

- 3.1. **ERO** means the Social, Community and Disability Industry Equal Remuneration Order 2012 made by Fair Work Australia on 22 June 2012.
- 3.2. **FW Act** means the *Fair Work Act 2009* (Cth)
- 3.3. **SCHADS Award** means the *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 3.4. **Term of this Agreement** means the period commencing on the date this Agreement comes into operation and ending on the nominal expiry date of this Agreement.
- 3.5. **NES** means the National Employment Standards as prescribed by the FW Act from time to time.
- 3.6. **Family** is defined as any near relative meaning a spouse, partner, or de facto partner; a dependent child; a parent, step-parent or parent-in-law; a sibling or sibling of the Employee's partner; a grandparent or step-grandparent or grandparent-in-law; a member of household or family-like relationship; another relative or close personal friend or other relevant person as nominated by the Employee.
- 3.7. The Employer undertakes that the Employer will interpret the reference to “dependent child” in Clause 3.6 in line with the definition of “child” under section 12 of the FW Act. This undertaking also applies to Clause 28 (Personal/CarersLeave), Clause 29 (Compassionate Leave) and Clause 42 (Family Violence).

4. OPERATION AND NOMINAL EXPIRY DATE

- 4.1. This Agreement shall come into operation on the day it is approved by the Fair Work Commission.
- 4.2. The nominal expiry date of this Agreement is the date two years after the day on which the Fair Work Commission approves the Agreement.

5. NO DISADVANTAGE

No Employee will have their overall pay or conditions of employment reduced as a result of the commencement of this Agreement.

6. INTERACTION WITH NES AND EMPLOYER POLICIES AND PROCEDURES

- 6.1. This Agreement operates in conjunction with the SCHADS Award. If there is any inconsistency between the Agreement and the SCHADS Award, the Agreement will apply.
- 6.2. This Agreement is not intended to incorporate or exclude any part of the NES or to provide any entitlement which is detrimental to an Employee compared to the Employee's equivalent entitlement under the NES. For avoidance of doubt, in the event of any inconsistency between the NES and any term of this Agreement, the NES prevails to the extent that the term of this Agreement would otherwise be detrimental to an Employee.
- 6.3. The policies and procedures of the Employer as amended from time to time continue to apply as policies and procedures and are not incorporated into this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of any policy or procedure of the Employer, the terms of this Agreement will prevail to the extent of the inconsistency.
- 6.4. Access to a copy of the NES will be provided to all Employees by the Employer along with this Agreement.

7. NO FURTHER CLAIMS

- 7.1. Subject to any ability to seek to vary or terminate this Agreement in accordance with the provisions of the FW Act, no further claims will be made or pursued by any party to this Agreement in relation to the Employees' terms and conditions of employment until after the nominal expiry date of this Agreement.
- 7.2. For the avoidance of doubt, this clause does not prevent or restrict the Employer from:
 - 7.2.1. making, varying or terminating any policy or procedure; or
 - 7.2.2. making, varying or terminating any contract between the Employer and an Employee at common law;

which is not inconsistent with the terms of this Agreement.

8. DISPUTE RESOLUTION

- 8.1. This term applies if a dispute relates to:
 - 8.1.1 a matter arising under this Agreement; or
 - 8.1.2 the National Employment Standards; or

8.1.3 the relationship between Safe and Equal and an employee.

- 8.2.** "The relationship between Safe and Equal and an employee" is defined as any situation or decision related to the work environment that is believed to be unlawful or discriminatory.
- 8.3.** All disputes will be dealt with promptly, confidentially and with transparency.
- 8.4.** A party to the dispute may appoint a representative.
- 8.5.** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, through discussions between the Employee or employees and relevant manager or the CEO.
- 8.6.** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC. If both parties agree, the matter could instead be dealt with through mediation, at the expense of Safe and Equal.
- 8.7.** The FWC may deal with the dispute by mediation, conciliation, expressing an opinion, or making a recommendation. Where the matter in dispute remains unresolved following procedures permitted by clause 8.6, a party to the dispute may seek arbitration through FWC. The decision of the FWC will bind the parties subject to either party exercising a right of appeal against the decision.
- 8.8.** While the parties are trying to resolve the dispute using the procedures in this clause, an Employee must continue to perform work at the direction of The Employer unless the work would cause an imminent risk to their health or safety.

9. CONSULTATION

9.1 Consultation regarding major workplace change

9.1.1 Employer to Notify and Consult

9.1.1.1 Where the Employer intends to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify and consult Employees who may be affected by the proposed changes and their representatives including the Australian Services Union and delegates.

9.1.1.2 Consultation must commence as early as practicable and prior to a definite decision about change being made.

9.1.1.1 Significant effects include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs; changes in technology; outsourcing.

9.1.2 Employer to discuss change

9.1.2.1 The Employer must discuss with the relevant Employees affected and their representatives including the Australian Services Union and delegates, if any, the introduction of the proposed changes referred to in clause 9.1.1.1, the effects the changes are likely to have on Employees, and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or

their representatives, if any, in relation to the changes.

- 9.1.2.2** The discussions must commence as early as practicable prior to a definite decision being made by the Employer on the intended changes referred to in clause 9.1.1.1.
- 9.1.2.3** The Employee must notify the Employer of the name of their nominated representative in writing as early as practical.
- 9.1.2.4** For the purpose of such discussion, the Employer must provide in writing to the Employees concerned and their representative, if any, all relevant information about the proposed changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees. The Employer is not required to disclose confidential information, the disclosure of which would be contrary to the Employer's best interests.
- 9.1.2.5** As soon as a final decision has been made, the Employer must notify the Employees affected, in writing, and their authorised representatives, if any, and explain the effects of the decision.
- 9.1.2.6** All parties agree in relation to the consultation process to meet, provide relevant information, genuinely consider proposals and respond within a reasonable timeframe, provided that the Employer is not required to disclose confidential information, the disclosure of which would be contrary to the Employer's best interests.

9.2 Consultation about changes to rosters or hours of work

- 9.2.1** Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- 9.2.2** Consultation must commence as early as practicable and prior to a definite decision about change being made.
- 9.2.3** The Employer must:
 - 9.2.3.1** provide to the Employee or Employees affected and their representatives, if any, information about the proposed change wage(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);
 - 9.2.3.2** 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
 - 9.2.3.3** 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.
- 9.2.4** The requirement to consult under this clause does not apply to a casual Employee.
- 9.2.5** These provisions are to be read in conjunction with provisions in this Agreement concerning the scheduling of work and notice requirements.

10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10.1 The Employer and an individual employee covered by this Agreement may agree to make an individual flexibility arrangement (**Flexibility Arrangement**) to meet the genuine individual needs of the Employer and the individual employee and vary the effect of terms of this Agreement if the Flexibility Agreement deals with one or more of the following matters:

- 10.1.1** arrangements for when work is performed;
- 10.1.2** overtime rates;
- 10.1.3** penalty rates;
- 10.1.4** allowances; and/or
- 10.1.5** leave loading.

10.2 The individual flexibility arrangement must be genuinely agreed to by the Employer and the Employee.

10.3 The Employer must ensure that the terms of the individual flexibility arrangement:

- 10.3.1** are about permitted matters under section 172 of the FW Act; and
- 10.3.2** are not unlawful terms under section 194 of the FW Act; and
- 10.3.3** result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.4 The Employer must ensure that the individual flexibility arrangement:

- 10.4.1** is in writing; and
- 10.4.2** includes the name of the Employer and the Employee; and
- 10.4.3** is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 10.4.4** includes details of:
 - 10.4.4.1** the terms of this Agreement that will be varied by the arrangement; and
 - 10.4.4.2** how the arrangement will vary the effect of the terms; and
 - 10.4.4.3** how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 10.4.4.4** states the day on which the arrangement commences.

10.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.6 The Employer or the Employee may terminate the individual flexibility arrangement:

- 10.6.1** by giving no more than 28 days' written notice to the other party to the arrangement; or
- 10.6.2** if the Employer and the Employee agree in writing - at any time.

10.7 The Employer undertakes that the model flexibility term at Schedule C is taken to be a term of this Agreement and can be found at the end of the Agreement.

11. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS (Section 65 of the FW Act)

11.1. The Employee may request change in working arrangements if:

11.1.1 any of the circumstances referred to in subsection (1A) of the FW Act apply to an employee; and

11.1.2 the Employee would like to change their working arrangements because of those circumstances;

then the Employee may request the Employer for a change in working arrangements relating to those circumstances.

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

11.2. The following are the circumstances:

11.2.1 the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

11.2.2 the Employee is a carer (within the meaning of the Carer Recognition Act 2010);

11.2.3 the Employee has a disability;

11.2.4 the Employee is 55 or older;

11.2.5 the Employee is experiencing violence from a member of the Employee's family;

11.2.6 the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

11.3. To avoid doubt, and without limiting subsection (1) of the FW Act, an employee who:

11.3.1 is a parent, or has responsibility for the care, of a child; and

11.3.2 is returning to work after taking leave in relation to the birth or adoption of the child;

11.3.3 may request to work part-time to assist the Employee to care for the child.

11.4. The Employee is not entitled to make the request unless:

11.4.1 for an employee other than a casual employee-the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

11.4.2 for a casual employee, the Employee:

11.4.3 is a long term casual employee of the Employer immediately before making the request; and

11.4.4 has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

Formal requirements

11.5. The request must:

11.5.1 be in writing; and

11.5.2 set out details of the change sought and of the reasons for the change.

Agreeing to the request

11.6. The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

11.7. The Employer may refuse the request only on reasonable business grounds.

11.8. Without limiting what are reasonable business grounds for the purposes of subsection (5), of the FW Act reasonable business grounds include the following:

11.8.1.1 that the new working arrangements requested by the Employee would be too costly for the Employer;

11.8.1.2 that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the Employee;

11.8.1.3 that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the Employee;

11.8.1.4 that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;

11.8.1.5 that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

11.9. If the Employer refuses the request, the written response under subsection (4) of the Fair Work Act must include details of the reasons for the refusal.

11.10. Flexibility to support a transition to retirement will be provided for in organisational policy.

PART III – TYPES OF EMPLOYMENT, PAY & HOURS OF WORK

12. TYPES OF EMPLOYMENT

12.1. An Employee will be employed as either a full time, part time or casual employee. A full time, part time or casual Employee may be employed as a fixed term employee.

12.2. Before commencing employment, the Employer and a full time or part time Employee will agree in writing on a regular pattern of work, including the number of hours to be worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. The Employee's pattern of work may be varied by agreement between the Employer and the Employee and any agreed variation will be recorded in writing.

12.3. Full time Employee

A full time Employee is an Employee who is engaged to work 38 hours per week, or an average of 38 hours per week.

12.4. Part time Employee

A part time Employee is an Employee 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. The terms of this Agreement will apply to part time Employees on a pro rata basis, on the basis that the ordinary weekly hours for full time Employees are 38.

12.5. Casual Employee

12.5.1. A casual Employee is one who is engaged and paid as such.

12.5.2. A casual Employee will not be guaranteed any, or any particular, hours of work. The working hours of a casual Employee may be irregular or unpredictable.

12.5.3. A casual Employee must be paid a casual loading of 25% for ordinary hours of work, in addition to the ordinary hourly rate of pay prescribed for the Employee's classification.

12.5.4. Casual Employees are entitled to a minimum payment of three hours per engagement.

12.5.5. Casual Employees will be paid for all required staff training, debriefing and meetings.

12.5.6. In accordance with the FW Act, the Employer will make a written offer to casual Employees to convert to permanent (full time or part time) employment if:

- a) The casual Employee has been employed for a 12-month period; and
- b) In the last six months of that 12-month period, the casual Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time employee or part-time employee.

12.5.7. The Employer will give the above written offer to Employees within the period of 21 days after the end of the Employee's 12-month work anniversary. If the Employer decides not to offer a casual Employee the option to convert to permanent employment, it will be based on reasonable grounds as prescribed by the FW Act.

12.5.8. In accordance with the FW Act, casual Employees may also request to be converted to permanent employment if:

- a) The Casual Employee has been employed for a 12-month period; and
- b) In the last six months of that 12-month period, the casual Employee has worked a regular pattern of hours on an ongoing basis which, without

significant adjustment, the Employee could continue to work as a full-time or a part-time Employee.

12.5.9. Casual Employees will not be eligible to make a request if, in the last six months:

- a) The casual Employee has refused an offer to convert to permanent employment;
- b) The Employer has advised in writing that they will not be making an offer of casual conversion based on reasonable grounds; and/or
- c) The Employer has refused another request for casual conversion based on reasonable grounds.

12.5.10. The Employer will give the casual Employee a written response to the above request within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request. If the Employer decides not to offer a casual Employee the option to convert to permanent employment, it will be based on reasonable grounds as prescribed by the FW Act.

12.6. Fixed Term Employee

12.6.1. A fixed term employee is an Employee who is engaged for a specified period of time.

12.6.2. The date of commencement and the date of completion of engagement of a fixed term Employee are to be agreed in writing between the Employee and the Employer.

12.6.3. Safe and Equal will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible. The Employer will endeavour to limit the use of fixed term employment to circumstances outlined in the Victorian Fair Jobs Code for the Community Services Sector

13. CLASSIFICATION

13.1. Employees must be classified according to the social and community services classification levels and pay points prescribed by the SCHADS Award from time to time. For ease of reference, the classification levels set out in Schedule B to the SCHADS Award are reproduced as Schedule A to this Agreement.

13.2. The Employer must advise an Employee in writing of the Employee's classification upon commencement of employment, and of any changes to the Employee's classification.

Progression between pay points

13.3. At the end of each 12 months of continuous employment with the Employer, an Employee will be eligible for progression between one pay point and the next within the Employee's classification level, provided that the Employee has demonstrated competency and satisfactory performance over a period of at least 12 months at the Employee's current pay point within that classification level; and

13.3.1. the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or

13.3.2. the Employer has determined that the Employee has demonstrated satisfactory performance for the prior 12 months of employment, in accordance with a staff development and performance appraisal scheme adopted by the Employer.

14. WAGES

- 14.1. An Employee's minimum rate of pay for all ordinary hours of work (**ordinary rate of pay**) will be 2% greater than the ordinary rate of pay prescribed for that Employee by the terms of the SCHADS Award and the ERO from time to time.
- 14.2. Examples of ordinary rates of pay for the period between the date of commencement of this Agreement until the next pay increase on or after 1 July 2024 are set out in Schedule B. In the event of any inconsistency between Schedule B and clause 14.1, clause 14.1 will prevail.
- 14.3. For the avoidance of doubt, the ordinary rates of pay prescribed by clause 14.1 are inclusive of any amounts which would otherwise be payable to an Employee in accordance with the ERO.

15. ORDINARY HOURS

- 15.1. The ordinary hours of work of a full time Employee will be 38 hours per week or an average of 38 hours per week.
- 15.2. Ordinary hours may be worked on any day Monday to Friday inclusive, between 7:00am and 7:00pm. By agreement between the Employer and an Employee, the Employee's ordinary hours may also be worked between 7:00am and 7:00pm on Saturday or Sunday in accordance with clause 17, or on shiftwork in accordance with clause 18.
- 15.3. Ordinary hours may be worked in shifts not exceeding 8 hours each, or by agreement in writing between the Employer and an Employee, in shifts of up to 10 hours each.
- 15.4. Employees, other than casual Employees, will be free from duty for not less than eight full days in each 28 day cycle.
- 15.5. Employees must provide the Employer with a written record of the hours worked by the Employee each day, including actual starting and finishing times.

16. OVERTIME AND TIME OFF IN LIEU

- 16.1. For the purpose of this Agreement, **overtime** means time worked in excess or outside the ordinary hours of work by:
- 16.1.1 a part time Employee or a full time Employee, on any day or in any week, which is in excess of the number of hours fixed as the Employee's ordinary hours for that day or week in accordance with clauses 15 and 12.2; and
 - 16.1.2 a casual Employee, which is in excess of 38 hours per week or 10 hours per day.
- 16.2. Time worked within ordinary hours, as prescribed in clause 15 will not be regarded as overtime and will be paid for at ordinary rates of pay.
- 16.3. Overtime rates payable under this clause will be in substitution for and not cumulative upon any shift loadings prescribed by clause 18 and any casual loading prescribed by clause 12.5.
- 16.4. Permission to work overtime must be sought by an Employee's immediate line manager. Consent to work overtime will not be unreasonably withheld.

Weekday overtime

- 16.5. A full time or part time Employee who works overtime on a Monday to Friday (inclusive) other than a public holiday will accrue an entitlement to take time off in lieu of payment for the overtime at the rate of one hour for each hour of overtime worked.

- 16.6. A casual Employee who works overtime on a Monday to Friday (inclusive) other than a public holiday will be paid for that overtime at the rate of time and a half for the first two hours of overtime, and double time thereafter.

Overtime on weekends and public holidays

- 16.7. Subject to clause 16.8 an Employee will be paid for overtime worked on a weekend or public holiday at the penalty rate of pay prescribed by clause 17.
- 16.8. The Employer and a full time or part time Employee may agree that the Employee will accrue time off in lieu of payment for overtime worked by the Employee on a weekend or public holiday. Time off in lieu of payment for overtime worked on a weekend or public holiday will accrue at the penalty rates of pay prescribed by clause 17.

Accrued time off in lieu

- 16.9. Accrued time off in lieu may be taken as time off work during the Employee's ordinary hours at a time agreed between the Employee and the Employer.
- 16.10. Time in Lieu must be taken by the Employee within three (3) months of the Employee accruing the time off in lieu.
- 16.11. Accrued time off in lieu which is either in excess of 10 hours or which is not taken by the Employee within three months of accrual, will result in a meeting between the Employer and the Employee to establish a workplan to take the accrued time in lieu, or a decision to pay out the time in lieu, at the rates prescribed by clause 16.11.
- 16.12. Accrued time off in lieu which is not taken by the Employee as specified in Clause 16.10 or at the time of termination of the Employee's employment, will be paid out by the Employer at the following rates:
 - 16.12.1 for accrued time off in lieu of overtime worked by an Employee Monday to Saturday, other than a public holiday, Afternoon Shift or Night Shift, at the overtime rate specified in Clause 17; and
 - 16.12.2 for accrued time off in lieu of overtime worked for Afternoon or Night Shift, or on any Sunday or public holiday, at the penalty rates prescribed by Clause 17.

Monthly Rostered Days Off

- 16.13. Full time Employees can opt-in to monthly Rostered Days Off (RDOs) as part of their working conditions. RDOs are defined as scheduled days off from work, which are included in the regular work roster. Employees shall accrue RDOs each month based on the number of hours worked each day during a four (4) week period. RDOs must be taken within one month of being accrued. For the avoidance of doubt, Employees will not accrue RDOs during periods paid leave.
- 16.14. RDOs will be accrued in accordance with the table below:

Week number	Accrual of hours
Week one (1)	2 hours accrued in return for an employee working an additional 24 minutes each day over five days.
Week two (2)	2 hours accrued in return for an employee working an additional 24 minutes each day over five days.

Week three (3)	2 hours accrued in return for an employee working an additional 24 minutes each day over five days.
Week four (4)	1.6 hours accrued in return for the employee working an additional 24 minutes each day over four days.

17. PENALTY RATES

- 17.1.** Subject to clause 16.8 an Employee will be paid for:
- 17.1.1.** authorised hours of work on Monday to Saturday at the rate of time and a half for the first three hours and double time thereafter;
 - 17.1.2.** authorised hours of work on a Sunday at the rate of double time;
 - 17.1.3.** authorised hours of work on a public holiday at the rate of double time and a half.
- 17.2.** For casual Employees, the penalty rates of pay prescribed by clause 17 will be payable in substitution for and not cumulative upon the casual loading prescribed by clause 12.5.3.

18. MEAL AND REST BREAKS

- 18.1.** An Employee will be allowed a break of not less than 10 hours between the end of one period of work and the start of another.
- 18.2.** Each Employee who works in excess of five (5) hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes' duration. The meal break will be taken at a time agreed between the Employee and the Employer.
- 18.3.** An Employee will be entitled to a paid 10 minute tea break in each four hours worked, to be taken at a time agreed between the Employee and the Employer. Tea breaks will count as time worked by the Employee.

19. ANNUAL SALARIES AND SALARY PACKAGING

- 19.1.** By agreement between an Employee and the Employer, the Employer may pay an annual salary to the Employee in satisfaction of any or all monetary entitlements otherwise payable to the Employee under this Agreement or otherwise, provided that the annual salary must not be less than the amount the Employee would have received under this Agreement for the work performed by the Employee over the year for which the salary is paid, or if the employment ceases earlier, over such lesser period as is worked by the Employee.
- 19.2.** Where an annual salary is paid, the Employer must inform the Employee in writing of the annual salary that is payable.
- 19.3.** The annual salary must be reviewed by the Employer at least annually to ensure that the salary is appropriate having regard to the provisions of this Agreement which are satisfied by the payment of the annual salary.
- 19.4.** Where agreed between the Employer and a full time or part time Employee, the Employer may introduce remuneration packaging in respect of the Employee's salary or wages. The terms and conditions of such a remuneration package must not be less favourable than the entitlements otherwise available under this Agreement.

PART III – SUPERANNUATION, ALLOWANCES & LEAVE

20. SUPERANNUATION

20.1. The rights and obligations in this clause supplement the provisions of Commonwealth superannuation legislation.

Employer Contributions

20.2. The Employer agrees to make superannuation contributions on behalf of each eligible employee in accordance with the relevant superannuation legislation. The Employer will pay superannuation contributions to the Employee's stapled fund unless that Employee chooses for their contributions to go to a different fund or the Employer default fund.

20.3. Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in the clauses below:

20.3.1 while the Employee is on any paid leave;

20.3.2 for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to a work-related injury or work-related illness provided that the Employee:

- is receiving workers' compensation payments or is receiving regular payments directly from the Employer in accordance with applicable workers' compensation legislation in respect of the injury or illness; and
- remains employed by the Employer.

21. PAYMENT OF WAGES AND SALARIES

Wages and salaries will be paid fortnightly in arrears by the first business day in the week following the end of the pay fortnight by electronic funds transfer into the bank or financial institution account nominated by the Employee.

22. REIMBURSEMENT OF EXPENSES

Subject to prior approval of expenditure and production of receipts or other evidence of expenditure in a form acceptable to the Employer, the Employer will reimburse the Employee for reasonable out of pocket expenses incurred in the course of the Employee's authorised duties. This clause does not apply where an allowance or reimbursement is otherwise payable in respect of the expense in accordance with the remaining terms of this Agreement.

23. TRANSPORT, MEALS AND ACCOMMODATION

23.1. Where an Employee is required and authorised by the Employer to travel in the course of the Employee's duties, the Employer may require the Employee to:

- 23.1.1** use public transport, in which case the Employer will reimburse the Employee for the reasonable cost of that transport;
- 23.1.2** use a motor vehicle or other means of transport provided at the Employer's cost; or
- 23.1.3** use the Employee's own motor vehicle.

23.2. If an Employee is required and authorised by the Employer to use the Employee's own motor vehicle for travel in the course of the Employee's duties, the Employer will reimburse the

Employee in accordance with the rate published by the ATO.

- 23.3.** Where an Employee is required by the Employer to travel in the course of the Employee's duty, the Employer will pay an allowance to the Employee for reasonable accommodation and meal expenses incurred by the Employee during the course of those duties at the rates published by the Australian Tax Office for the relevant financial year. This allowance will not be payable by the Employer if the Employer instead provides the Employee with reasonable meals and accommodation during the period of travel.

24. FIRST AID ALLOWANCE

- 24.1.** A first aid allowance will be paid to any Employee who is required by the Employer to hold a current first aid certificate and perform first aid at the Employer's workplace.
- 24.2.** The first aid allowance will be paid at the same rate as the first aid allowance prescribed by the SCHADS Award as varied from time to time.

25. HIGHER DUTIES

An Employee who is required by the Employer to perform part or all of the duties of another Employee in a higher classification under this Agreement for a period of four or more consecutive working days will be paid for the period for which the higher duties are performed at a rate not less than the minimum rate prescribed by this Agreement, pro rata, for the classification applying to the Employee so relieved.

26. ANNUAL LEAVE

- 26.1.** Annual leave is provided for by the NES. This clause contains additional provisions which are supplementary to and do not detract from an Employee's NES entitlements.
- 26.2.** In addition to the Employee's ordinary pay, an Employee will be paid (i) annual leave loading of 17.5% of the Employee's ordinary rate of pay in respect of a period of annual leave; or (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

27. END OF YEAR SHUTDOWN LEAVE

Full time and part time Employees will be entitled to take leave without loss of pay for the Employee's ordinary hours of work on each ordinary working day between December 24 and January 1. For the avoidance of doubt, where December 24 falls on a weekend, Employees will be granted the working day which falls before December 24 as leave without loss of pay.

28. PERSONAL/CARERS LEAVE

- 28.1.** An Employee (other than a casual Employee) will be entitled to 15 days of paid personal/carers leave (pro rata for a part time Employee) per annum on commencement of employment, which is inclusive of the Employee's entitlements to 10 days paid personal/carer's leave under the NES.
- 28.2.** The definition of Family as defined within Clause 3.6 applies.
- 28.3.** Following an Employee's first 12 months of service, an Employee's entitlement to paid personal/carer's leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 28.4.** The entitlement to take paid personal/carer's leave is subject to the Employee:

28.4.1 giving the Employer notice of the taking of leave as soon as practicable

and advising the Employer of the period, or expected period, of the leave; and

28.4.2 giving the Employer a medical certificate or such other form of evidence as is reasonably requested by the Employer, evidencing that the leave is taken for a reason specified in section 97 of the FW Act whenever leave is taken for five or more consecutive working days.

28.5. Entitlements to personal/carer's leave and unpaid carer's leave (including for casual Employees) will otherwise be determined in accordance with the NES.

29. COMPASSIONATE LEAVE

29.1. Compassionate leave is provided for in the NES.

29.2. The definition of Family as defined within Clause 3.6 applies.

29.3. An Employee's entitlement to compassionate leave is a separate entitlement to the persona/carers leave entitlement outlined in Clause 28.

29.4. An Employee's entitlement to take compassionate leave is subject to the Employee giving the Employer notice of the taking of leave as soon as practicable and advising the Employer of the period, or expected period, of the leave.

30. PAID PARENTAL LEAVE

30.1. In this clause:

30.1.1 **Paid Parental Leave** means leave associated with the birth of a child of the Employee or the Employee's spouse or de-facto partner (**birth related leave**) or with the placement of a child with the Employee for adoption (**adoption leave**) where the Employee has or will have a responsibility for the care of the child following the date of birth or adoption of the child.

30.2. An Employee will be eligible to take Paid Parental Leave in accordance with this clause if the Employee has:

30.2.1 completed at least 12 months of continuous service with the Employer immediately before the date of birth or expected date of birth of the child or the date of adoption of the child; and

30.2.2 has or will have a responsibility for the care of the child at the time the leave is taken; and

30.2.3 if the Employee is a casual Employee, the Employee has been, or will have been, employed by the Employer to work on a regular and systematic basis for at least the last 12 months prior to the relevant date referred to in clause 31.2.3, and there is a reasonable expectation that the Employee would have continued to be employed to work on a regular and systematic basis during the period of the leave, but for the birth or adoption of the child.

30.3. An Employee who is eligible for Paid Parental Leave under this clause may take either:

30.3.1 up to twelve (12) weeks of Paid Parental Leave, paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period of leave; or

30.3.2 up to twenty four (24) weeks of Paid Parental Leave, paid at half the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period of leave.

- 30.4. Paid Parental Leave for an Employee who is pregnant may commence up to 6 weeks before the expected date of birth of the child, or earlier if the Employer and the Employee agree. Paid Parental Leave must commence no later than 12 months after the date of birth or placement of the child.
- 30.5. If an Employee wants to take Parental Leave in separate blocks of leave beyond 12 months after the date of birth or placement of the child, this will be determined on a case-by-case basis by the CEO in accordance with company policy.
- 30.6. For the purposes of this clause, the ordinary hours for which a casual Employee who is eligible for Paid Parental Leave will be paid during a period of leave will be deemed to be the average number of ordinary hours per week worked by the Employee in the period of 12 months ending immediately before the period of leave commences.
- 30.7. An Employee's right to take Paid Parental Leave in accordance with this clause is subject to and conditional upon the Employee providing at least 10 weeks written notice to the Employer, and if requested by the Employer, providing the Employer with a medical certificate or other form of evidence requested by the Employer verifying to the Employer's reasonable satisfaction the facts which entitle the Employee to take the leave.
- 30.8. Paid Parental Leave may be taken simultaneously with a period of unpaid parental leave to which the Employee is otherwise entitled under the NES and consecutively with a period of unpaid parental leave for which the Employee is otherwise entitled to receive parental leave pay from the government.
- 30.9. In circumstances where two employees of the Employer will have responsibility for the care of the same child, both of these Employees will be eligible to take paid parental leave if it meets the operational requirements of the Employer.
- 30.10. The Employer will pay employer superannuation contributions on paid parental leave provided by the Employer and the Federal Government.
- 31. **EXTENDING PERIOD OF UNPAID PARENTAL LEAVE - EXTENDING FOR UP TO 12 MONTHS BEYOND AVAILABLE PARENTAL LEAVE PERIOD (Section 76 of the Fair Work Act)**
- 31.1 An Employee may request a further period of leave.
- 31.2 An employee who takes unpaid parental leave for the Employee's available parental leave period may request their Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A of the FW Act).

Making the request

- 31.3 The request must be in writing and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.

Agreeing to the requested extension

- 31.4 The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- 31.5 The Employer may refuse the request only on reasonable business grounds.
- 31.6 If the Employer refuses the request, the written response under subsection (3) of the FW Act must include details of the reasons for the refusal.

Discussion

- 31.7** The Employer must not refuse the request unless the Employer has given the Employee reasonable opportunity to discuss the request.

Special rules for employee couples

- 31.8** The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
- 31.8.1** the request must specify any amount of unpaid parental leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - 31.8.2** the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - 31.8.3** the amount of unpaid parental leave to which the other member of the Employee couple is entitled under section 70 (FWA 2009) in relation to the child is reduced by the period of the extension.
- 31.9** No extension beyond 24 months after birth or placement
- 31.10** Despite any other provision of this Division, the Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

32. PAID SPECIAL PARENTAL LEAVE

- 32.1.** An Employee will be eligible to take Paid Special Paternity Leave or Paid Special Co-Parental Leave in accordance with this clause if:
- 32.2.** in the case of:
- 32.2.1** Paid Special Parental Leave, the Employee is pregnant; or
 - 32.2.2** Paid Special Co-Parental Leave, the Employee's spouse or de-factor partner is pregnant; and
 - 32.2.3** the Employee has, or will have, completed at least 12 months of continuous service with the Employer immediately before the expected date of birth of the child; and
 - 32.2.4** if the Employee is a casual Employee, the Employee has been, or will have been, employed by the Employer to work on a regular and systematic basis for at least the last 12 months prior to the expected date of birth of the child, and there is a reasonable expectation that the Employee would have continued to be employed to work on a regular and systematic basis during the period of the leave, but for the expected birth of the child.
- 32.3.** If the pregnancy of an Employee who is eligible to take Paid Special Parental Leave terminates after twenty weeks (20) of pregnancy other than by birth of a living child, the Employee may take up to two weeks of Paid Special Parental Leave, commencing on the date the pregnancy terminates, to assist with recovery.
- 32.4.** If the pregnancy of the spouse or de-facto partner of an Employee who is eligible to take Paid Special Co-Parental Leave terminates after twenty (20) weeks of pregnancy other than by birth of a living child, the Employee is entitled to take up to one week of Paid Special Co-Parental Leave, commencing on the date the pregnancy terminates, to provide care or support to the Employee's spouse or de facto partner during her recovery.

- 32.5.** For the purposes of this clause, the ordinary hours for which a casual Employee who is eligible for Paid Special Parental or Paid Special Co-Parental Leave will be paid during a period of leave will be deemed to be the average number of ordinary hours per week worked by the Employee in the period of 12 months ending immediately before the period of leave commences.
- 32.6.** For the avoidance of doubt, an Employee's entitlement to take Paid Special Parental Leave or paid Special Co-Parental Leave under this clause is additional to any separate entitlement the Employee has to take personal/carer's leave or to take unpaid parental leave or unpaid special parental leave under the NES. Paid Special Parental Leave or Paid Special Co-Parental Leave may be taken simultaneously with a period of unpaid leave to which the Employee is otherwise entitled under the NES.
- 32.7.** An Employee's right to take Paid Special Parental Leave or Paid Special Co-Parental Leave is subject to and conditional upon the Employee providing notice to the Employer as soon as possible of the Employee's intention to take the leave (which may be after the leave commences) and, if requested by the Employer, providing the Employer with a medical certificate or other form of evidence requested by the Employer verifying to the Employer's reasonable satisfaction the facts which entitle the Employee to take the leave.

33. PUBLIC HOLIDAYS

- 33.1.** Public Holidays are provided for in the NES.
- 33.2.** An Employee may request to substitute another day for a day that would otherwise be a public holiday under the NES provided that the substitute day is within four weeks of the public holiday. Employees may make such requests for any reason and in relation to any public holiday, including that the public holiday is offensive or culturally insensitive, for example 26 January (Australia Day). The requested day will be substituted if the Employer agrees to the Employee's request.
- 33.3.** Unless the Employer advises otherwise, due to the operational requirements of the Employer, Employees will be required to take the public holidays between Christmas Day (25 December) and New Years Day (1 January).

34. DISCRETIONARY LEAVE

- 34.1** An Employee will be entitled to apply for additional discretionary leave, over and above all other paid leave entitlements in this Agreement. The CEO will have the authority and discretion to approve this discretionary leave in accordance with company policy.
- 34.2** Employees seeking to apply for discretionary leave must submit their request in writing to the CEO.

35. EMERGENCY LEAVE

- 35.1** In the event of a public emergency or a declared pandemic or other health emergency, the Employer will comply with all government directions and public health orders.
- 35.2** Discretionary Leave will be considered in accordance with Clause 34 of this Agreement and organisational policy.

36. LONG SERVICE LEAVE

- 36.1** Long service leave entitlements are provided for by the *Long Service Leave Act 2018 (Vic)* (**LSL Act**). The following provisions are supplementary to and do not detract from the entitlements of Employees under the LSL Act.

- 36.2** An Employee who has completed 7 years of continuous employment with the Employer within the meaning of the LSL Act may take long service leave in respect of the Employee's completed period of continuous employment in advance of an entitlement to take the leave arising under the LSL Act. The long service leave may be taken at a time agreed between the Employer and the Employee.
- 36.3** If long service leave is taken by an Employee in advance of an entitlement to take the leave arising under the LSL Act, the Employee will not be entitled to any further long service leave or payment in lieu of long service leave for the period of employment in respect of which the leave in advance was granted.
- 36.4** An Employee who has completed 7 or more years of continuous employment with the Employer will be entitled to be paid in lieu of any accrued but untaken long service leave upon termination of the Employee's employment for any reason.
- 36.5** The Employer commits to the Portable Long Service Leave Scheme in Victoria and will act in accordance with the Long Service Benefits Portability Act 2018 for the benefit of employees.

37. CULTURAL AND CEREMONIAL LEAVE

- 37.1** In this clause **cultural and/or ceremonial purposes** means to enable the Employee to attend or participate in a religious or cultural ceremony or event:
- for which the Employee is required to be absent from work in accordance with the Employee's religion or culture; or
 - which the CEO approves, in the CEO's sole discretion, on application by an Employee.
- 37.2** An Employee (other than a casual Employee) may apply to the Employer to take up to five (5) days paid leave each year (non-accumulative) for cultural and/or ceremonial purposes. The Employee's application must be in writing and set out the purpose of the leave being requested.
- 37.3** The Employer shall not unreasonably refuse an application for leave for cultural and/or ceremonial purposes.
- 37.4** In addition to the above, an Employee (other than a casual Employee) who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to a further five (5) working days paid leave in any year, with the approval of the Employer.
- 37.5** If an Employee requires more than five (5) days paid leave each year for cultural and/or ceremonial purposes, or in the case of Aboriginal or Torres Strait Islander employees more than 10 days, the Employee may apply for Discretionary Leave which will be considered in accordance with Clause 35 of this Agreement and company policy.
- 37.6** A casual Employee who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

38. LEAVE WITHOUT PAY

- 38.1** An Employee may request to take up to 12 months leave without pay. The CEO of the Employer may decide whether or not to grant the Employee's request taking into account the Employer's reasonable business requirements, including but not limited to the capacity of the organisation to meet project timetables, milestones and deliverables if the leave is granted.

39. PURCHASE LEAVE

39.1 An Employee may, with the approval of the Employer, purchase unpaid leave for periods of:

- One (1) week;
- Two (2) weeks; or
- Four (4) weeks.

39.2 Purchased leave will count towards an Employee's service for all purposes.

39.3 When an Employee ceases employment with the Employer, the purchased leave balance and payments will be reconciled and payments recovered, or refunded as appropriate.

40. LEAVE FOR ASU DELEGATES

40.1 This clause applies to Employees, other than casual Employees.

40.2 ASU workplace delegates will be released from duty without loss of pay for up to twelve (12) days per year for the purposes of attending trade union activity. This entitlement is conditional upon evidence of the Employee's attendance at the education/training being provided to the Employer.

41. FAMILY VIOLENCE

41.1 The Employer recognises that Employees sometimes experience family violence that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees who experience family violence.

41.2 The Employer accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a member of the Family (as defined in Clause 3.6) or former partner.

41.3 Information and evidence concerning family violence

41.4 Proof of family violence may be required in accordance with organisational policy.

41.5 Adverse action

41.6 The Employer will not take adverse action (within the meaning of the FW Act) against an Employee because the Employee's attendance or performance at work has suffered, if this is a result of the Employee being a victim of family violence.

41.7 Special Leave

41.8 An Employee (other than a casual Employee) will be entitled to take up to 25 days per year of Special Leave:

- a. to attend medical appointment, legal proceedings, counselling and other activities for which the Employee needs to be absent from work because the Employee is or has been experiencing family violence; and/or
 - a. to provide care or support to a member of the Employee's family (as defined in c. 3.6) who requires that care or support because that person is or has been experiencing family violence (which may include accompanying that person to Court, to medical appointments or to mind children).

41.9 A casual Employee will be entitled to take up to 15 days per year of special leave:

- a. to attend medical appointment, legal proceedings, counselling and other activities for which the Employee needs to be absent from work because the Employee is or has been experiencing family violence; and/or
- b. to provide care or support to a member of the Employee's family (as defined in c. 3.6) who requires that care or support because that person is or has been experiencing family violence (which may include accompanying that person to Court, to medical appointments or to mind children).

41.10 Special Leave will be in addition to any other leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. An Employee must notify the Employer as soon as practicable of the taking of Special Leave under this clause.

41.11 An Employee will be paid for a period of Special Leave taken in accordance with this clause at the Employee's ordinary rate of pay for the Employee's ordinary hours of work during the period of leave.

41.12 Changes to working arrangements due to family violence

Except on reasonable business grounds, the Employer will not refuse any reasonable request made by an Employee who is experiencing family violence for:

- a) changes to the Employee's span of hours or pattern of hours and/or shift patterns;
- b) changes to the Employee's job design or duties;
- c) relocation to suitable available employment within the Employer's organisation;
- d) a change to the Employee's work telephone number or email address to avoid harassing contact; or
- e) any other appropriate change to the Employee's working arrangements;

which is required by the Employee because the Employee is experiencing family violence.

41.13 Individual support

41.14 The Employer will identify at least one (1) contact within the Organisation (Family Violence Contact Person) who will undertake training in handling family violence and privacy issues sensitively. The Employer will advertise the name of trained contacts within the Employer's organisation.

41.15 Individual support will be provided in accordance with the Family Violence Framework and organisational policy.

42. GENDER AFFIRMATION LEAVE

42.1 The Employer will provide Permanent Employees a total 20 days paid gender affirmation leave per annum for essential and necessary gender affirmation procedures, inclusive of but not limited to; medical, psychological, union consultation, hormonal, surgical, legal status and documentation amendment appointments.

42.2 The leave may be taken in block or in singular days. This entitlement is in addition to all other types of leave available to Employees.

43. STUDY LEAVE

43.1 Subject to prior approval of the CEO:

- a full time Employee who is voluntarily undertaking a course of study which the CEO of the Employer considers is directly relevant to the Employee's position and will be

of benefit to the Employer, will be entitled to take up to six days of paid study leave per calendar year; and

- a part time Employee who is voluntarily undertaking a course of study which the CEO of the Employer considers is directly relevant to the Employee's position and will be of benefit to the Employer, will be entitled to an amount of study leave calculated on a pro rata basis.

43.2 Study leave may be taken at time(s) agreed between the Employer and the Employee, taking into account the Employer's reasonable business requirements and the requirements of the study. The purpose for which study leave may be taken can include coursework, examinations and attendance at classes or workshops. Study leave may be taken as part days, whole days or a block of time by negotiation.

43.3 The rate of pay for Study Leave will be the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period of leave.

44. COMMUNITY SERVICE LEAVE

44.1 Community service leave is provided for in the NES.

45. WORKLOAD MANAGEMENT

45.1 The Employer is committed to working with employees to ensure that employee workloads are managed to operational requirements and employee health and safety.

45.2 The Employer will implement a policy to ensure that workloads are reasonable, safe, and achievable; and to address workload concerns raised by employees. This policy will prioritise occupational health and safety, including psychological safety.

46. HYBRID WORKING ARRANGEMENTS

46.1 Employees may request to work from home or at another Employer worksite for a portion of the time if operational requirements of the Employer are able to be met.

46.2 Operational requirements include but are not limited to:

- The nature of the work the Employee is required to perform;
- The client contact required;
- The impact on other Employees;
- The ability for social linkages to be maintained, for both the importance of the team the Employee is in and the Employee's development and wellbeing; and
- The ability of the Employer to maintain and develop a workplace culture and workplace connectivity.

46.3 The hybrid working arrangements will be determined by mutual agreement between the Employer and Employee, taking into account the operational requirements of the Employer at all times. The Employer will not unreasonably refuse an Employee's request for hybrid working arrangements if the Employee's request is in accordance with the operational requirements of the Organisation. Within 14 days of the Employee requesting approval for hybrid working arrangements, the Employer will respond in writing to the Employee's request with either an approval or rejection of the Employee's request. If the Employer rejects an Employee's request for hybrid working arrangements, the Employer will provide the reasons in writing to the Employee.

47. TRAINING AND PROFESSIONAL DEVELOPMENT

47.1 The Employer will allocate an annual budget for each part time and full time Employee equivalent to 1% of that Employee's annual base rate of pay, for approved training and

development activities in the relevant year. An unused portion of the budgeted amount for one year may be brought forward to the following year's budget for a specific purpose which has been identified and agreed between the Employee and the Employer in the previous year.

- 47.2** The Employer will pay the costs of any training or professional development undertaken by an Employee at the Employer's direction, and such other training and professional development costs as are approved in advance by the CEO of the Employer.

PART IV – DISCIPLINARY PROCESSES & END OF EMPLOYMENT

48. TERMINATION OF EMPLOYMENT

- 48.1 This clause does not apply to casual Employees.
- 48.2 The Employer may terminate the employment of a full time or part time Employee by giving the Employee 4 week's written notice of termination.
- 48.3 In addition to the period of notice required by clause 48.2, the Employer must provide an Employee who is over 45 years of age and has completed not less than two years of continuous service at the time the notice is given, an additional week's notice.
- 48.4 An Employee, except casual, who decides to terminate their employment, will provide four weeks' notice in writing. The employee may seek to negotiate their notice period with their CEO after their resignation has been received.
- 48.5 Where the Employer gives notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- 48.6 The Employer may, at its option, pay an Employee in lieu of all or part of a period of notice of termination given by either party.
- 48.7 Nothing in this clause, or this Agreement, affects or restricts the right of the Employer to terminate the employment of an Employee without notice in the case of serious misconduct.
- 48.8 Where an Employee is employed by the Employer for a fixed term of at least 12 months, the Employer will notify the Employee in writing at least four weeks prior to the end of the fixed term whether or not the Employer intends to offer the Employee a further term of employment beyond the end of the current fixed term.

49. REDUNDANCY PAY

- 49.1 Redundancy pay is provided for in accordance with the table below:

Period of continuous service	Weeks of pay
At least one year but under two years	4
At least two years but under three years	6
At least three years but under four years	7
At least four years but under five years	8
At least five years but under six years	10
At least six years but under seven years	11
At least seven years but under eight years	13
At least eight years but under nine years	14
Nine years and over	16

- 49.2 If 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 by the Employer. The Employer may, at its option, make payment of an amount equal to the difference between the Employee's former ordinary time rate and the Employee's new ordinary time rate in lieu of all or part of the required period of notice.
- 49.3 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment, subject to the Employee producing proof of attendance at an interview on each day off in excess of one day. This entitlement applies instead of clause 48.5.
- 49.4 Long Service Leave entitlements are separate to and do not impact upon an Employee's redundancy entitlements. For the avoidance of doubt, if an Employee has been working for the Employer for 10 years and has accrued long service leave at the time of being made

redundant, this long service leave entitlement will not be used for the purposes of calculating that employee's' redundancy payment in accordance with Clause 50.1.

- 49.5** If an Employee is on a fixed term contract that is not renewed, that employee will be paid two (2) weeks severance pay following two years of continuous service in recognition of the nature of project funded fixed term positions.
- 49.6** The Employer is committed to meeting the requirements of the FW Act and Victorian Fair Jobs Code regarding providing ongoing positions, wherever possible.

50. DISCIPLINARY PROCESS

- 50.1** Where managers have concerns about the work performance or conduct of an employee the disciplinary procedure is used to address the issues that have not been resolved through informal discussions between management and the Employee. The purpose of the disciplinary procedure is to encourage discussion between management and staff that is both fair and negotiable. Natural justice and procedural fairness principles will apply to this clause.

Stage one: formal counselling

- 50.2** The manager will initiate a counselling meeting in writing with the Employee as soon as possible to inform the Employee of the concern regarding their performance.
- 50.3** At the counselling meeting the manager will outline in writing the performance issues, including specific examples. It is the responsibility of the manager to clearly outline the standard of performance required at Safe and Equal and of the role. The employee is entitled to have a representative present for the discussion.
- 50.4** The employee will be given appropriate support and a reasonable opportunity to address any performance concerns.

Second stage: formal written warning

- 50.5** If performance does not improve following completion of the procedure outlined in 45.2, 45.3 and 45.4 or there is concern about an employee's conduct, the Employee will be made aware in writing of the issues with specific examples. This information will be provided to the Employee prior to the manager initiating a meeting.
- 50.6** The manager will initiate a meeting with the CEO and the Employee to discuss the issues outlined in writing. The employee is entitled to have a representative present for the discussion. In relation to this procedure the Employer will ensure:
 - 44.6.1** The employee will be given the opportunity to respond to any allegations or concerns regarding their performance or conduct.
 - 44.6.2** Outline standard of performance required.
 - 44.6.3** The meeting may conclude with the development of a performance plan and a written warning.
 - 44.6.4** A reasonable amount of time will be agreed by both parties in order to resolve the issue and/or complete the performance plan.
- 50.7** If the behaviour or misconduct continues the procedure outlined in 45.6 can be repeated until three written warnings have been received. If three warnings are received the staff member will be required to attend a further meeting where a decision of their future employment will be made. The employee may be dismissed after three warnings have been made. If the Employee is dismissed, the staff member will be given 4 weeks' notice and the Employer or employee may seek to negotiate the notice period served.
- 50.8** Nothing in this procedure will prohibit the Employer's right to summary dismissal of an employee in circumstances of serious misconduct (as defined in the FW Act. An employee that is summarily dismissed shall not be entitled to payment in lieu of notice.

51. ACCIDENT MAKE-UP PAY

- 51.1 This clause does not apply to casual Employees.
- 51.2 The Employer shall pay Accident Make-Up Pay to an Employee who, as a result of a workplace injury, is entitled to be paid weekly payments of compensation by or on behalf of the Employer pursuant to the provisions of the Workplace Injury, Rehabilitation and Compensation Act 2013 (**WIRC Act**) as amended from time to time, for the period commencing on the date the Employee becomes entitled to receive weekly payments of compensation pursuant to the provisions of the WIRC Act and ending on the date the Employee ceases to be entitled to receive such weekly payments of compensation, the date which is 39 weeks after the date of the injury, or the date on which the Employee's employment with the Employer ends, whichever is sooner.
- 51.3 Accident Make-Up Pay means the ordinary rate of pay for the Employee's ordinary hours of work in each week calculated in accordance with this Agreement, less the weekly amount of compensation paid or payable to the Employee in accordance with the WIRC Act for that week (calculated on a pro rata basis where the period for which the payment is to be made is less than one week).
- 51.4 In the event that the Employee receives a lump sum in redemption or in lieu of weekly payments of compensation, the liability of the Employer to pay Accident Make-Up Pay will cease from the date the Employee receives that payment.

52. SIGNATORIES

Employer Representative
Tania Farha
Chief Executive Officer
19-21 Argyle Place South, Carlton 3053

DATE: 22/01/23



Employee Representative
Tyra Berenger
Executive and Office Coordinator
19-21 Argyle Place South, Carlton 3053

DATE: 22/01/23



Witness

Witnessed by Helen Batho, Executive Director of Operations, Quality and Governance DATE: 22/01/23



Australian Services Union
Kristy Lee Tyrrell
Acting Assistant Branch Secretary
116 Queensberry Street, Carlton South VIC 3053

DATE: 29/01/2023



SCHEDULE A – CLASSIFICATION DEFINITIONS

SCHADS Award Classification Definitions-Social and Community Services Employees

B.1 Social and community services employee level 1

B.1.1 **Characteristics of the level**

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 **Responsibilities**

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

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

B.1.3 **Requirements of the position**

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

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

- (i)** developing knowledge of the workplace function and operation;
- (ii)** basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii)** a developing knowledge of work practices and policies of the relevant work area;
- (iv)** basic numeracy, written and verbal communication skills relevant to the work area;
- (v)** at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i)** Work outcomes are clearly monitored.
- (ii)** Freedom to act is limited by standards and procedures.
- (iii)** Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv)** Project completion according to instructions and established procedures.
- (v)** No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by level 1 will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower-classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- o) 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 relating to level 1.

B.2.3 Requirements of the position

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

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

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

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under level 2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

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

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the Employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

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

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the Employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of

computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses relating to level 1 and level 2 taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) **Prerequisites**
 - (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level-pay point 3;
 - (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level-pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through

previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i)** graduates work under direct supervision;
- (ii)** works under general supervision except where this level of supervision is not required by the nature of the responsibilities under level 3 being undertaken;
- (iii)** operate as member of a team;
- (iv)** supervision of other employees.

(d) Extent of authority

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

8.4 Social and community services employee level 4

8.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

8.4.2 Responsibilities

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

- (a) undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

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

B.4.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) **Prerequisites**
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.
- (e) **Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) **Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

8.5 Social and community services employee level 5

8.5.1 Characteristics of the level

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

B.5.2 Responsibilities

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

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

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

8.5.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) **Prerequisites**
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;
 - (iii) qualifications in more than one discipline;
 - (iv) less formal qualifications with specialised skills sufficient to perform at this

level; or

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

(c) Organisational relationships

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

(d) Extent of authority

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

8.6 Social and community services employee level 6

8.6.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

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

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

constraints;

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

8.6.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of organisation policies and procedures;
 - (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - (iii) specialist knowledge gained through experience, training or education;
 - (iv) appreciation of the long term goals of the organisation;
 - (v) detailed knowledge of program activities and work practices relevant to the work area;
 - (vi) knowledge of organisation structures and functions;
 - (vii) comprehensive knowledge of requirements relevant to the discipline.
- (b) **Prerequisites**
 - (i) degree with substantial experience;
 - (ii) post graduate qualification;
 - (iii) associate diploma with substantial experience;
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (c) **Organisational relationships**

- (i) works under limited direction from senior employees of the Committee of Management or Board;
 - (ii) supervision of staff.
- (d) Extent of authority**
- (i) exercise a degree of autonomy;
 - (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
 - (iii) has significant delegated authority;
 - (iv) selection of methods and techniques based on sound judgment;
 - (v) manage significant projects and/or functions;
 - (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

8.7 Social and community services employee level 7

8.7.1 Characteristics of the level

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

8.7.2 Responsibilities

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

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

- (iii) functions may involve complex professional problem solving;
- (iv) provides advice on policy method and contributes to its development.

8.7.3 Requirements of the position

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

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

- (i) comprehensive knowledge of policies and procedures;
- (ii) application of a high level of discipline knowledge;
- (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
- (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

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

(c) Extent of authority

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

The rates will be determined by the Safe and Equal Inc Board each year and will be subject to change.

Based on 38 hour week

Sample Safe and Equal Salary Structure, Levels 4 to 7

Level	Safe and Equal Weekly Rate Full Time 1 Dec 2023	S&E Hourly Rate 1 Dec 2023
4.1	\$ 1,610.79	\$ 42.3893
4.2	\$ 1,653.05	\$ 43.5014
4.3	\$ 1,695.31	\$ 44.6135
4.4	\$ 1,733.47	\$ 45.6176
5.1	\$ 1,843.02	\$ 48.5005
5.2	\$ 1,882.41	\$ 49.5370
5.3	\$ 1,926.31	\$ 50.6923
6.1	\$ 2,056.67	\$ 54.1229
6.2	\$ 2,101.93	\$ 55.3141
6.3	\$ 2,147.62	\$ 56.5163
7.1	\$ 2,262.34	\$ 59.5351
7.2	\$ 2,312.13	\$ 60.8455
7.3	\$ 2,362.38	\$ 62.1679

SCHEDULE C - MODEL FLEXIBILITY TERM – SCHEDULE 2.2 (REGULATION 2.08)

Model flexibility term

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;

- iv. allowances;
 - v. leave loading; and
 - b. the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the Employer and Employee.
- 2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the Employer and Employee; and
 - c. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5. The Employer or Employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the Employer and Employee agree in writing – at any time.