



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Health Care T/A St John of God Accord
(AG2014/7193)

ST JOHN OF GOD ACCORD, ACCORD COMMUNITY ENGAGEMENT SERVICES (ACES) ENTERPRISE AGREEMENT 2014

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 15 SEPTEMBER 2014

Application for approval of the St John of God Accord, Accord Community Engagement Services (ACES) Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Accord, Accord Community Engagement Services (ACES) Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Health Care trading as St John of God Accord. The agreement is a single-enterprise agreement.

[2] I have accepted the undertaking attached to this decision which has been given by the employer confirming the correct title of the Agreement.

[3] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54, will operate from 22 September 2014. The nominal expiry date of the Agreement is 30 June 2016.

[5] The agreement does not contain a model consultation term compliant with the Act. Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement and is found at the end of the Agreement.

[6] The Australian Education Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.



[2014] FWCA 6447

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<Price code J, AE410137 PR555496>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



ST JOHN OF GOD ACCORD

ACCORD COMMUNITY ENGAGEMENT SERVICES (ACES)

ENTERPRISE AGREEMENT

2014

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Accord, Accord Community Engagement Services (ACES) Enterprise Agreement 2013*

3. PARTIES TO THE AGREEMENT AND APPLICATION FOR COVERAGE

The parties to this Agreement are:

- (a) St John of God Outreach Services (ABN: 36 064 831 965) trading as St John of God Accord (SJGA);
- (b) Community Support Workers employed by St John of God Outreach Services Accord Community Engagement Services (incorporating individualised support services) in Victoria.
- (c) This Agreement is made under section 172 of the Fair Work Act 2009. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The employer will formally advise the Australian Education Union (“AEU”) when the Agreement is made in order for the AEU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that the AEU will be covered by this Agreement.

4. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule A employed by the Employer.

5. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2016 and thereafter in accordance with the *Fair Work Act 2009*.

6. DEFINITIONS

For the purposes of this Agreement:

- (a) "the Act" shall mean the *Fair Work Act 2009*, as amended.
- (b) "FWC" means the Fair Work Commission.
- (c) "NES" means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
- (d) Service and Continuous Service are defined by section 22 of the *Fair Work Act 2009*.
- (e) "Progression" means:
 - (1) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (2) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
 - (3) All employees will complete 1976 hours of industry experience. Industry experience means 12 month of relevant experience gained over the previous 3 years
 - (4) if there is a prospect an employee would not progress to the next pay point the employer will consult with the employee in a timely manner
 - (5) Movement to a higher classification will only occur by way of promotion or re-classification.
- (f) ***immediate family*** of an employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (iii) ***spouse*** includes a former spouse.
 - (iv) ***de facto partner*** of an employee:

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- (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (b) The employer must notify the relevant employees of the decision to introduce the major change. The relevant employees may appoint a representative, which may include a union representative including the AEU, for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (c) As soon as practicable after making its decision, the employer must discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (d) For the purposes of the discussion — provide, in writing, to the relevant employees all relevant information about the change including the nature of the change proposed; and information about the expected effects of the

change on the employees; and any other matters likely to affect the employees.

- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b) and (c) are taken not to apply.
- (h) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (i) In this term, ***relevant employees*** means the employees who may be affected by the major change.

9. WAGE INCREASES

During the lifetime of this Agreement, wage increases will be reviewed by SJGA in July and December each year to take into account increases to the Modern Award and the application of the Equal Remuneration Order (ERO).

The Agreement Wages are detailed in Schedule C

- (a) Wages will be increased as follows: -
 - (i) From the beginning of the first full pay period to commence on or after 1 July 2014, by 2.5% or the Modern Award whichever is greater;
 - (ii) From the beginning of the first full pay period to commence on or after 1 December 2014, rate will be adjusted to the Modern Award rate incorporating the ERO adjustment or the Agreement Wages Schedule, whichever is the greater;
 - (iii) From the beginning of the first full pay period to commence on or after 1 July 2015, by 2.5% or the Modern Award whichever is greater;

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- (iv) From the beginning of the first full pay period to commence on or after 1 December 2015, rate will be adjusted to the Modern Award rate incorporating the ERO adjustment or the Agreement Wages Schedule Prescribed Wages, whichever is the greater;
 - (v) From the beginning of the first full pay period to commence on or after 1 July 2016, by 2.5% or the Modern Award whichever is greater; and
 - (vi) From the beginning of the first full pay period to commence on or after 1 December 2016, rate will be adjusted to the Modern Award rate incorporating the ERO adjustment or the Agreement Wages Schedule, whichever is the greater.
- (b) The wage increases referred to in subclauses (a) (i), (ii), (iii), (iv), (v) (vi) of this Clause shall apply to Employee's base rate of pay.
 - (c) Subject to sub-clause (d) of this clause, any further wage increase shall be at the absolute discretion of the Employer.
 - (d) In relation to the wage increases referred to in subclauses (a) (i), (ii), (iii), (iv), (v), (vi), and (vii) in the event that the Employee's rate of pay falls below the Prescribed Rate, the rate of pay shall automatically default to the Prescribed Rate. The Prescribed Rate for the purposes of this clause means the minimum rate of pay for the Employee's applicable Modern Award (with reference to the transitional provisions) classification adjusted to include the relevant percentage increase as required under the Equal Remuneration Case Order (reference FWAFB 1000).
 - (e) Employees have been classified in accordance with the Modern Award structure as per Schedule A and Schedule B of this Agreement.

10. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission

(FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

11. DISCIPLINARY PROCEDURE

- (a) The Employer commits itself to effective and efficient performance management. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an employee has been addressed with that employee.
- (b) Where disciplinary action is necessary, the management representative shall notify the employee of the reason(s) in writing and the employee will be given an opportunity to respond to these reasons. In the event that the employee's explanation is deemed by the Employer to be unsatisfactory, a first warning may be issued. This warning will be recorded on the employee's personnel file.
- (c) If the problem continues or a further matter arises, the employee will again be notified in writing of the matter and an explanation requested from the employee. If appropriate, a second warning in writing will be given to the employee and recorded on the employee's personnel file.
- (d) In the event that the problem continues or a further matter arises, the employee will again be notified in writing of the matter and an explanation requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.
- (e) In the event of the matter recurring or a further matter arises, then the employee may be terminated after the matters have been investigated and an explanation sought from the employee. No dismissals will take place without the authority of the CEO.
- (f) During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.
- (g) During all steps in the Disciplinary Procedure, the employee will be advised of the standard of behaviour that is expected of employees, as outlined within the Employer's code of conduct.
- (h) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.

12. REDUNDANCY

Discussion before Termination

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks notice still owing.

Severance pay

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years but less than 11 years	20 weeks' pay
11 years but less than 12 years	22 weeks' pay
12 years but less than 13 years	24 weeks' pay
13 years but less than 14 years	26 weeks' pay
14 years but less than 15 years	28 weeks' pay
15 years and over	30 weeks' pay

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

Employee Leaving During Notice Period

- (e) An employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (f) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable, subject to an order of the FWC.

Time off Period of Notice

- (g) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

13. TERMINATION OF EMPLOYMENT

- (a) Notice of Termination by the Employer

In order to terminate the employment of an employee, the Employer shall give the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

In addition to the notice period set out above, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice period set out above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

In calculating any payment in lieu of notice, the wages to be used shall be those an employee would have received in respect of the ordinary time (including relevant allowances) they would have worked during the period of notice had their employment not been terminated. The period of notice in this clause shall not apply in the case of dismissal for conduct which justifies instant dismissal or in the case of casual employees, or apprentices or those employees engaged for a specific period of time or for a specific task or tasks.

- (b) Notice of Termination by employee

The notice of termination required to be given by an employee shall be the same as that required of the Employer, except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the Employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

(c) Time Off During Notice Period

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay, during each week of notice for the purpose of seeking other employment. The time off shall be taken at a time mutually convenient to the employee and the Employer.

14. OCCUPATIONAL SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
- (i) HESTA, established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - (ii) any other complying fund nominated by the employee.
- (c) Where the employee has made no nomination of a complying superannuation fund within 28 days from commencement of employment, the default fund for the Employer's statutory contributions will be National Catholic Superannuation Fund.
- (d) In addition to the Employer's statutory contributions to the nominated complying superannuation fund ("the Fund"), an employee may make additional contributions from their salary and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) In the event that the employee is engaging in salary packaging, the compulsory contribution will be based on the employee's pre salary packaged wage rate.

15. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
 - (i) The parties agree to ten (10) weeks paid maternity, adoption leave and one week paid non-primary carer leave shall be given to any permanent employee who qualifies for maternity, adoption and non-primary carer leave under the provisions of the Agreement, from the date of approval of this agreement.
 - (ii) Commonwealth Government scheme

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

16. LONG SERVICE LEAVE

- (a) An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer in accordance with the provisions of this clause. An employee shall have the following entitlement to long service leave:
 - (i) on the completion by the employee of ten years' service the L.S.L. entitlement shall be thirteen weeks long service leave, and thereafter an additional one and one half months long service leave on the completion of each additional five years' service.
 - (ii) an employee may elect to take long service leave after 7 years' service at which time their entitlement will be seven tenths of the entitlement they would have accrued if they gained 10 years' service as prescribed at (a)(i). This provision shall apply pro-rata for any length of service greater than 7 years and less than 10 years.
 - (iii) with the agreement of the employer, an employee may take their long service leave entitlement at half pay over twice the time span, or at double pay over half the time span, or some other combination as agreed.
 - (iv) with the agreement of the employer an employee may take their long service leave entitlement in more than one period of leave.
 - (v) an employer and an employee who is entitled to long service leave may agree when the employee is to take the leave. In the absence of an

agreement under paragraph (iv), the employer may direct the employee to take long service leave at the particular time by giving the employee one month's written notice.

- (b) In addition, in the case of an employee who has completed more than seven years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to one-fortieth of the period of that employee's service since the last accrual of entitlement to long service leave under paragraph (a)(i) hereof.
- (c) Where an employee who has completed at least seven years' service dies while still in the employ of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for one-fortieth of the period of that employee's service in respect of which leave has not been allowed or payment made prior to the death of that employee.
- (d) Where an employee with at least five years but less than seven years' service ceases employment with an employer due to serious ill health the employee shall be paid out 60% of their pro-rata accrual of long service leave with that employer. The employee shall provide certification from the treating medical practitioner indicating that they are unable to perform the duties which they were employed to perform.
- (e) Where an employee with at least five years but less than seven years' service with an employer dies, 60% of their pro-rata accrual of long service leave will be paid to the estate of the employee.

17. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees. The entitlement for casual employees is prescribed at subclause (d).

- (a) An employee is entitled to the following amount of paid personal / carers leave;
 - (i) A full-time employee at the date of approval of this Agreement shall accrue 15 days of paid personal/carer's leave per annum. A part-time employee is entitled to a pro-rata of the full-time employee's entitlement.
 - (ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (iii) All periods of sickness shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory

declaration on not more than three occasions., Notwithstanding this requirement an employee may take 3 single day uncertificated absences per year. The employer may dispense with the requirements of a certificate from a registered health practitioner where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

- (iv) Each employee shall notify her/his employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the employer of the estimated duration of the absence.

(b) Carers Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a member of their immediate family, as defined in this Agreement or household who requires the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for in clause (a), for such absences. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (subject to privacy requirements) and that the illness/ injury is such as to require care or support by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to provide care or support for the same person.
- (iii) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care or support and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(c) Unpaid Leave for Family Purpose

Where an employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to provide care or support for members of his or her immediate family or household who are ill/ injured and require care or support or who require care or support due to an unexpected emergency. The employer and the employee shall agree on the period. In the

absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (b)(ii) and (iii) are met.

(d) Casual Employees

A casual employee is entitled to take up to two days of unpaid personal/carers leave per occasion, provided the requirements of (b)(ii) and (iii) are met, to provide care or support for members of his or her immediate family or household who are ill/ injured and require care or support or who require care or support due to an unexpected emergency.

18. COMPASSIONATE LEAVE

- (a) An employee is entitled to a period of 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.
- (c) An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:
 - (i) a single, unbroken period of 3 days, or
 - (ii) 3 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and employer agree.
- (d) An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- (e) If an employee takes compassionate leave during a period, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.

19. PAYMENT OF WAGES

- (a) Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (b) When an employee receives his or her wages he or she shall be given a pay slip in accordance with the regulations made under the *Fair Work Act 2009* or successors thereto.

20. DAYLIGHT SAVINGS

Where by legislation daylight saving time is prescribed as being in advance of standard time, payment for any period worked which includes the time at which summer time commences or ceases will be payment for the actual number of hours worked.

21. HIGHER DUTIES

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

22. MEAL BREAKS AND TEA BREAKS

Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.
- (c) Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause (a) does not apply. Such time shall not be counted as time worked.

Tea breaks

- (d) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.

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- (e) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
 - (f) Tea breaks will count as time worked and may not always be client free time.

Despite anything to the contrary contained in this Agreement, the following shall apply:

Centre Based Activities:

- (a) An employee shall not be required to work for more than 5 hours continuously without a meal break of at least 30 minutes to a maximum of 60 minutes. Subject to (c) this meal break will be unpaid unless the employer activates Clause (b);
- (b) The Employer will endeavour to provide a break under (a), however where an employee is required, by the employer, to remain available for work during the meal break, the meal break will be counted as time worked.
- (c) Where at the time of making this Agreement employees are accessing paid meal break without assigned duties this Agreement will not vary that arrangement.

Community Based and/or External Day Program/s

Where an employee is required to participate in a Community Based and/or External Day Program/s the employee will be required to remain available for work during the meal break and the meal break will be counted as time worked.

Rest break

All employees shall be allowed a morning rest break of 10 minutes daily between the second and third hour from starting time and, if the day's work exceeds 7 and one-half hours from starting time, the employee shall be allowed an afternoon rest break of 10 minutes to be taken during ordinary working hours at a time mutually convenient to the employer and the employee in the establishment concerned. Such rest breaks shall be counted as time worked provided that employees responsible for assisting clients may be required to continue that assistance during the said rest breaks.

23. ALLOWANCES

- (a) Meal allowance
 - (i) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$11.37 in addition to any overtime payment as follows:

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- (1) when required to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour; and
 - (2) provided that where such overtime work exceeds four hours a further meal allowance of \$11.37 will be paid.
 - (3) Clause (b)(i) will not apply when an employee could reasonably return home for a meal within the meal break.
 - (ii) On request, meal allowance will be paid on the same day as overtime is worked.
- (b) A First aid allowance will be paid to all employees holding a First Aid certificate.
- (i) First aid allowance—full-time employees
An hourly first aid allowance as per Wages – Schedule C will be paid to a full-time employee where employees hold a current first aid certificate
 - (ii) First aid allowance—casual and part-time employees
The first aid allowance in (b)(i) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- (c) On call allowance
- An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance of \$16.19 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday. The allowance will be \$32.06 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.
- (d) Mobile Phone
- Where the employer requires an employee to utilise a mobile phone in accordance with their employment, such employee shall be provided with a mobile phone by the Employer for business use.
- (e) Travelling, transport and fares
- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance per kilometre in accordance with the ATO rates as amended from time to time.
 - (ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by

the employer on production of receipted account(s) or other evidence acceptable to the employer.

- (iii) Provided further that the employee will not be entitled to reimbursement for expenses referred to in subclause (ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

24. STUDY AND EXAMINATION LEAVE

- (a) Employees taking approved leave for the purpose of studying an approved course for up to twelve months shall have such leave recognised as constituting continuity of service for the purposes of incremental salary progression and long service leave.

25. ANNUAL LEAVE

Amount of leave

- (a) For each year of service with her or his employer an employee, other than a casual employee, is entitled to 4 weeks paid annual leave
- (b) St John of God Accord gives an undertaking that during the life of this agreement the change to the services provided to our clients in day programs and individual support will work towards a reduction of the current compulsory 6 week shut down period, allowing for access to more flexible arrangements for employee annual leave arrangements
- (c) A full time employee, other than a casual, and who is a current employee prior to the date of the approval of this Agreement and is entitled to 6 weeks of paid annual leave shall retain this provision whilst an employee of St John of God Accord engaged in the provision of day services.
- (d) A full time employee who is currently entitled to 4 weeks annual leave and those employed after the date of the approval of this Agreement, other than a casual employee, are entitled to 4 weeks of paid annual leave.
- (e) Where an employee was not employed under the previous Agreement Clause (a) does not apply.
- (f) In addition to the entitlement specified in subclause (a) a "shift worker" or an employee who works for more than four (4) ordinary hours on ten (10) or more weekends per annum is entitled to an additional week's (1) annual leave on the same terms and conditions. A "shift worker" is defined as an employee who is

regularly rostered to work their ordinary hours outside the ordinary hours of work of a “day worker” as defined in this Agreement.

Accrual of leave

An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year.

Taking paid annual leave

- (g) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (h) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (i) An employee must take an amount of annual leave during a particular period if:
 - (i) The employee is directed to do so by his or her employer; and at the time that the direction is given, the employee’s annual leave credited to her or him of more than 6 weeks (pro-rata for part time) 1/13 of the number of nominal hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given.

Employee not taken to be on paid annual leave at certain times

- (j) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (k) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in regard to community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

Payment for annual leave

- (l) If, in accordance with this Clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.
- (m) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount

that would have been payable to the employee had the employee taken that period of leave.

Annual leave loading

- (n) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay for up to 4 weeks of the leave accrued in accordance with subclause (a).
- (o) Shiftworkers, in addition to their ordinary pay for up to 4 weeks of the leave accrued in accordance with subclause (a), will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

Close down periods

- (p) Where the Employer or a part of the employer's business of the business temporarily closes, an employee may be directed to take paid annual leave during part or all of this period provided such direction is reasonable. Where an employee does not have sufficient accrued annual leave for this period and they are not able to be re-deployed to another part of the business then they may be required to take Leave without Pay.

Employees with credited leave exceeding entitlement

- (q) notwithstanding (k) above, an employee who has annual leave credited to him or her that is 1.5 times their entitlement referred to in (a) above, the employer may direct the employee to take such credited leave and in doing so provided a minimum of one months notice.

26. ENTITLEMENT TO CASH OUT ANNUAL LEAVE

Pay in lieu of an amount of annual leave

- (a) Upon receipt of a written request by an Employee on each occasion, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
 - (i) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

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- (iii) The leave loading prescribed in this Agreement shall be paid on annual leave paid in lieu.

27. PUBLIC HOLIDAYS

- (a) Employees are entitled to the following public holidays without loss of pay:
 - (i) 1 January (New Year's Day); 26 January (Australia Day); Good Friday; Easter Monday; 25 April (Anzac Day); the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); 25 December (Christmas Day); 26 December (Boxing Day); any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
 - (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause (a), then the substituted day or part-day is the public holiday.
 - (c) If, in accordance with this Clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
 - (d) Substitution
An employer and the employees may, by agreement, substitute another day for a public holiday. Where there is no agreement, the employer may substitute another day but not so as to give an employee less time off work than the employee would have had if the employee had received the public holiday.
 - (e) Payment for working on a public holiday
Any employee required to work on a public holiday will be paid double time and a half for all time worked. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

28. JURY SERVICE

- (a) An employee required to attend for Jury Service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for

such Jury Service and the amount that the employee would have received in respect of ordinary time he or she would have worked had he or she not been on Jury Service.

- (b) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

29. ACCIDENT PAY

- (a) An employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing of any said injury to his/her employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.
- (b) Where an employee becomes entitled to weekly compensation payments pursuant to the Accident Compensation Act 1985 ("AC Act") as amended, the employer shall pay to the employee an amount equivalent to the difference between the calculated workers compensation rate and the employee's normal average working pay rate.
- (c) Accident make up pay shall not apply in respect of any injury during the first ten normal working days of incapacity.
- (d) Accident make up pay shall not apply to any incapacity occurring during the first two weeks of employment, unless such incapacity continues beyond the first two weeks.
- (e) Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident make up pay unless the employee has been employed with the employer at the time of the incapacity for a minimum of one month.
- (f) The maximum period or aggregation of periods of accident make up pay to be made by the employer for any one injury shall be a total of 52 weeks
- (g) Where an employee receives accident pay and such pay is payable for the incapacity for part of a week an amount shall be direct pro rata
- (h) An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (i) Where there is a cessation of weekly compensation payments under the AC Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

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- (j) All rights to accident pay shall cease on the death of an employee.

30. SALARY PACKAGING

- (a) The employer may provide salary packaging following a written application from the employee to have their gross salary reduced by an amount nominated by the employee as salary packaging contribution for the benefit of the employee.
- (b) The employee must complete the application form provided by the employer. The employer must approve the salary packaging application form before the employee's salary is adjusted for salary packaging contributions.
- (c) The employee will receive their post salary packaging cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary packaging contribution is paid.
- (d) Should changes occur in tax laws or practice such that the employer incurs a cost or expense under or in respect of salary packaging agreements, such agreements cease to apply on the employer giving one month's notice.
- (e) If other changes occur which effects the employee's salary sacrifice, the employee may, upon one month's notice in writing, terminate or vary the salary packaging agreement.

31. AGREEMENT FLEXIBILITY

- (a) 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:
 - (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:

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- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
 - (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
 - (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

32. CONDITIONS OF EMPLOYMENT

Full-time employees

Employment shall be by the fortnight and a full-time employee ready, willing and able to work and average of 38 hours per week.

Part time employees

Part-time employee means an employee who works less than 38 hours per week (or less than 76 hours in a fortnight) and receives, on a pro-rata basis, equivalent pay and conditions of those of full-time employees who do the same kind of work.

Employees engaged on a part-time basis shall be paid pro rata the wages appropriate to the classification prescribed herein for the full-time hours of work.

Fixed term employees

- (a) are engaged for a fixed period on a part-time or full-time basis to backfill vacancies created by leave or other approved absence. A fixed term employee may also be engaged for a specific terminating task and/or undertake tasks funded by specific funding.
- (b) All fixed term employment contracts shall be in writing and shall specify a commencement and termination date.
- (c) All fixed term employees shall be subject to the conditions of this Agreement for the period of their employment.

Casual employees

Employees engaged on a casual basis shall be paid pro rata the wages appropriate to the classification prescribed herein for the full-time hours of work plus a loading of 25% of such hourly equivalent.

The minimum period of engagement for casuals will be 2 hours. The provisions of clauses Personal Leave (paid provisions), Compassionate Leave; Annual Leave, Long Service Leave and Termination, shall not apply in the case of a casual employee.

A casual employee's entitlement to long service leave shall be in accordance with the Long Service Leave Act 1992.

33. HOURS OF WORK

The ordinary hours of work shall be 152 per four week period to be worked either:

- (a) Monday to Friday between the hours of 7.00 a.m. and 10.00 p.m. and shall be worked as required by the employer as either:
 - (i) twenty days of not more than 7.6 consecutive hours each; or
 - (ii) a maximum of 9 consecutive hours in any one day with a maximum average of 38 hours per week over a four week period by providing for rostered days off;or

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- (iii) by mutual agreement any other arrangement provided that the length of any ordinary day shall not exceed 12 consecutive hours and provided that no more than 48 hours may be worked in any one week.

OR

- (b) Where it is proposed that work be carried out on Saturday and Sundays, by agreement between the employer and the employee, an employee may work ordinary hours on any five days out of seven between the hours of 7.00 a.m. and 10.00 p.m. provided that:
 - (i) an employee receives two consecutive days off, and 1.50 of the ordinary time rate of pay, from the beginning of the first pay period on or after 1 July 2014.
 - (ii) any ordinary time worked between midnight on Saturday to midnight on Sunday will be paid at 2.00 of the ordinary time rate of pay, from the beginning of the first pay period on or after 1 July 2014.
- (c) Any time worked that is additional to the rostered 152 hours per four weeks or is worked outside of ordinary hours shall attract the rates as prescribed for overtime or time off in lieu in sub-clause 36.

34. SLEEPOVERS AND EXCURSIONS

(a) SLEEPOVER

- (i) A sleepover means when the employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located and is not an excursion pursuant to sub-clause (b) of this clause.
- (ii) An employee may refuse a sleepover only with reasonable cause.
- (iii) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (iv) The employee will be entitled to a sleepover allowance in accordance with Schedule C 2. First Aid Allowance (FAA) for each night on which they sleep over.
- (v) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for

one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.

- (vi) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by sub-clause (iv) above will be in addition to the minimum payment prescribed by this subclause.

(b) EXCURSIONS

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

(i) Monday to Friday excursions

- (1) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
- (2) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
- (3) Payment of sleepover allowance in accordance with the provision of sub-clause (a) of this clause.

(ii) Weekend excursions

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

35. WORK ALLOCATION

- (a) Where an employee is required to perform duties including but not limited to such activities as:
- preparation of plans, including person centred planning;
 - reports for committee of management and DHS and similar stake holders;
 - program development and planning,
 - evaluation of activities and programs,
 - community liaison and development,
 - training and research,
 - occupational health and safety planning and implementation,
 - meetings

the employee will be allocated time away from direct contact with clients.

- (b) The parties agree that a number of hours no less than 13% of the total time for which staff are employed shall form a pool which shall be allocated under (a)

36. PLANNING DAYS

Employees working in ACES group programs shall be entitled to a minimum of four development days per annum with two days per annum being used exclusively for program development purposes. Two days per annum shall be allocated for professional development activities, as approved by the Employer.

37. OVERTIME/ TIME OFF IN LIEU

(a) Full-time employees

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

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

(b) Part-time employees

- (i) All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

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- (iii) Time worked up to the hours prescribed in clause 36(b)(ii) will not be regarded as overtime but an extension of the contract hours for that day and will be paid for at the ordinary rate of pay.

(c) Time off instead of payment for overtime

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

- (i) time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued;
- (ii) where it is not possible for an employee to take the time off instead of payment for overtime within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made; and
- (iii) an employee cannot be compelled to take time off instead of payment for overtime.

SCHEDULE A – CLASSIFICATION DEFINITIONS

A.1 Level 1

A.1.1 Characteristics of the level

- (a) A person employed as a 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.

A.1.2 Responsibilities

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

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

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

A.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

- (i) 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 A.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

A.2 Level 2

A.2.1 Characteristics of the level

- (a)** A person employed as a 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.

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- (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.

A.2.2 Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited

supervision either individually or as part of a team as part of the delivery of disability services;

- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause A.1.2.

A.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 A.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

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

A.3 Level 3

A.3.1 Characteristics of this level

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

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- (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.

A.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

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- 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 A.1.2 or A.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

A.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 A.3.2 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.

(d) Extent of authority

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

A.4 Level 4

A.4.1 Characteristics of this level

- (a)** A person employed as a 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.

A.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;

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- (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.

A.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;

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- (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.

SCHEDULE B – CLASSIFICATION PROGRESSION CRITERIA

Previous Day Services Collective Agreement and Disability Services Award Classification	New SJGA Classifications based on SCHADS Award	Description	Progression Criteria
	CSW LEVEL 1		
Band 1 Level 1	Pay Point 1 - no qualifications - no industry experience	Entry level for a CSW with no qualifications, no or limited industry experience.	Progress to next pay point upon completion of the relevant period of 12 full time equivalent months industry experience (1976 hours)
Band 1 Level 2	Pay Point 2 - no qualifications - up to 6 months industry experience		Progression to Level 2 upon completion of appropriate certificate or diploma and 12 full time equivalent months industry experience (1976 hours).
Band 1 Level 3 (unqualified)	Pay Point 3 - no qualifications - 6-12 months industry experience		
	CSW LEVEL 2		
Band 2 Level 4 (unqualified)	Pay Point 1 - No qualifications - up to 3 years industry experience	Appropriate certificate as identified by SJGA relevant to the work required to be performed; and appropriate industry experience (at least 12 months).	Employees may progress to pay point 2 upon completion of appropriate Certificate IV or Diploma or upon completion of the relevant period of 12 full time equivalent months industry experience (1976 hours)
Band 1 Level 3 (with Cert IV)	Pay Point 2A - Entry level Certificate IV Disability without experience	Entry level for appropriate Diploma with no industry experience.	Certificate IV holders may progress to pay point 3 upon completion of 12 full time equivalent months satisfactory service (1976 hours)
Band 2 Level 5 (unqualified)	Pay Point 2B - Entry level Diploma of Disability without experience - Appropriate qualification at Certificate IV level - Appropriate Diploma without experience	Entry level for unqualified with four years industry experience	Diploma holders may progress to pay point 3 upon completion of 12 full time equivalent months satisfactory service (1976 hours) Unqualified CSWs with industry experience may progress to pay point 3 upon completion of 12 full time equivalent months satisfactory service (1976 hours)

Band 2 Level 4 (Cert IV)	Pay Point 3A - Entry level Certificate IV Disability and 12 full time equivalent months industry experience (1976 hours) - Appropriate Diploma (<i>see qualifications schedule below</i>)* and 12 full time equivalent months industry experience (1976 hours).	Entry level for Cert IV Disability or appropriate Diploma with 12 full time equivalent months industry experience (1976 hours)	Progression to pay point 4 will occur after a further 12 full time equivalent months satisfactory service (1976 hours)
Band 2 Level 6 (unqualified)	Pay Point 3B	Entry level for unqualified with 5 years industry experience	
Band 2 Level 5 (Cert IV)	Pay point 4A - Entry level Certificate IV Disability and 24 full time equivalent months industry experience (3952 hours) - Appropriate Diploma and 24 full time equivalent months industry experience (3952 hours)		Progression to Level 3 upon completion of relevant certificate, diploma, 3 year or 4 year degree and minimum 5 years relevant industry experience, and the expertise and/or experience to undertake a specialised area of responsibility.
Band 2 Level 6 (Cert IV)	Pay Point 4B Certificate IV Disability and 3 years industry experience		
Band 2 Level 7 (unqualified or Cert IV with no additional responsibilities)	Pay Point 4C Unqualified or Certificate IV Disability and 4 years industry experience		
Band 2 Level 8 (unqualified or Cert IV with no additional responsibilities)	Pay Point 4D Unqualified or Certificate IV Disability and 5 years industry experience		
Band 2 Level 9 (unqualified or Cert IV with no additional responsibilities)	Pay Point 4E Unqualified or Certificate IV Disability and 6 years industry experience		

Band 2 Level 10 (unqualified or Cert IV with no additional responsibilities)	Pay Point 4F Unqualified or Certificate IV Disability and 7 years industry experience		
	CSW LEVEL 3		
Band 2 Level 8 (Cert IV + additional responsibilities)	Pay Point 1 - Relevant Certificate and relevant industry experience (at least 5 years).	Relevant Certificate (as identified by employer) and relevant industry experience (at least 5 years).	Certificate holders may progress to pay point 2 upon completion of a relevant Diploma and/ or 12 full time equivalent months satisfactory service (1976 hours) or on completion of 1185 hours industry experience (part time employees). Part Time employees who work less than the equivalent of 3 days per week (1185 hours per annum) will become eligible for incremental progression after each two (2) years.
Band 2 Level 9 (Cert IV + additional responsibilities or Diploma entry level)	Pay Point 2 - Relevant Diploma and relevant industry experience (at least 5 years).	Relevant Diploma (as identified by employer) and relevant industry experience (at least 5 years).	Diploma holders may progress to the next pay point upon completion of a three or four year relevant degree and / or 12 full time equivalent months satisfactory service (1976 hours) or on completion of 1185 hours industry experience (part time employees). Part Time employees who work less than the equivalent of 3 days per week (1185 hours per annum) will become eligible for incremental progression after each two (2) years.
Band 2 Level 10 (Cert IV + additional responsibilities or 3 yr degree entry level)	Pay Point 3 - Entry level for graduates with a relevant three year Degree	Entry level for graduates with relevant three or four year degree and no or limited industry experience.	Graduates with a three-year degree may progress to the next pay point upon completion of a four year relevant degree and / or 12 full time equivalent months satisfactory service (1976 hours) or on completion of 1185 hours industry experience (part time employees). Part Time employees who work less than the equivalent of 3 days per week (1185 hours per annum) will become eligible for incremental progression after each two (2) years.
Band 2 Level 11 (Cert IV + additional responsibilities or 4 yr degree entry level)	Pay Point 4 - Entry level for graduates with a relevant four year Degree.		Progression to Level 4 will be upon appointment to Team Leader position.

	TEAM LEADER LEVEL 4		
Band 3 Level 1 Team Leader (Cert IV entry)	Pay Point 1 - Relevant Certificate and substantial relevant industry experience	Appointment to Team Leader position	Progression through pay points will be upon completion of relevant diploma, three year or four year degree and / or substantial years of industry experience.
Band 3 Level 2 Team Leader (Diploma entry)	Pay Point 2 - Relevant Diploma and/or lesser relevant industry qualifications with substantial years of relevant industry experience		
	Pay Point 3 -3 year Degree with two years relevant industry experience or lesser qualifications with substantial years of relevant industry experience		
	Pay Point 4 - 4 year Degree with one years' relevant industry experience or lesser qualifications with substantial years of relevant industry experience		

SCHEDULE C – WAGES SCHEDULE

1. WAGE RATES

Classification	Wage Rates Per Hour ffppoa 1/7/2014	ERO Adjustment Wage Rates Per Hour 1/12/2014	Wage Rates Per Hour ffppoa 1/7/2015	ERO Adjustment Wage Rates Per Hour 1/12/2015	Wage Rates Per Hour ffppoa 1/7/2016	ERO Adjustment Wage Rates Per Hour 1/12/2016
Level 1						
Pay Point 1	\$20.29	\$20.29	\$20.80	\$20.80	\$21.32	\$21.32
Pay Point 2	\$20.72	\$20.72	\$21.23	\$21.23	\$21.76	\$21.76
Pay Point 3	\$21.42	\$21.42	\$21.96	\$21.96	\$22.51	\$22.51
Level 2						
Pay Point 1	\$22.36	\$22.62	\$23.18	\$23.45	\$24.03	\$24.30
Pay Point 2A	\$22.20	\$22.59	\$23.15	\$23.55	\$24.14	\$24.54
Pay Point 2B	\$22.91	\$23.19	\$23.77	\$24.07	\$24.67	\$24.97
Pay Point 3A	\$22.70	\$23.12	\$23.70	\$24.14	\$24.74	\$25.19
Pay Point 3B	\$23.41	\$23.73	\$24.32	\$24.66	\$25.27	\$25.61
Pay Point 4A	\$23.23	\$23.68	\$24.27	\$24.72	\$25.34	\$25.81
Pay Point 4B	\$23.56	\$23.96	\$24.56	\$24.97	\$25.59	\$26.01
Pay Point 4C	\$23.88	\$24.23	\$24.84	\$25.20	\$25.83	\$26.20
Pay Point 4D	\$24.38	\$24.66	\$25.28	\$25.57	\$26.21	\$26.51
Pay Point 4E	\$24.82	\$25.04	\$25.67	\$25.89	\$26.54	\$26.77
Pay Point 4F	\$25.44	\$25.57	\$26.21	\$26.34	\$27.00	\$27.14
Level 3						
Pay Point 1	\$24.53	\$24.88	\$25.50	\$25.86	\$26.51	\$26.88
Pay Point 2	\$25.14	\$25.51	\$26.15	\$26.54	\$27.20	\$27.60
Pay Point 3	\$25.89	\$26.24	\$26.90	\$27.26	\$27.94	\$28.32
Pay Point 4	\$26.17	\$26.57	\$27.24	\$27.64	\$28.33	\$28.75
Level 4						
Pay Point 1	\$26.84	\$27.45	\$28.14	\$28.77	\$29.49	\$30.13
Pay point 2	\$27.45	\$28.10	\$28.80	\$29.46	\$30.19	\$30.87
Pay Point 3	\$28.08	\$28.75	\$29.47	\$30.16	\$30.91	\$31.61
Pay Point 4	\$28.25	\$29.00	\$29.72	\$30.49	\$31.25	\$32.04

2. FIRST AID ALLOWANCE (FAA)

FAA Rate Per Hour ffppoa 1/7/2014	FAA Rate Per Hour 1/12/2014	FAA Rate Per Hour ffppoa 1/7/2015	FAA Rate Per Hour 1/12/2015	FAA Rate Per Hour ffppoa 1/7/2016	FAA Rate Per Hour 1/12/2016
\$0.3979	\$0.4094	\$0.4196	\$0.4318	\$0.4443	\$0.4571

SIGNATORIES

I am authorised to sign this Agreement on behalf of ST JOHN OF GOD OUTREACH SERVICES



SIGNATURE

DOROTHY GIBBS
~~SENIOR ADVISOR INDUSTRIAL RELATIONS~~
PRINT NAME AND TITLE

Address: 111 Coventry Street South Melbourne Vic 3205
Date 21st August 2014

I am authorised to sign this Agreement on behalf of the Australian Education Union (AEU)

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

8th September 2014

Ms Bronwyn Corless - Associate
Deputy President Hamilton
Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000

By Email
Re: NOTICE OF LISTING AG2014/7193

Dear Bronwyn

On behalf of St John of God Health Care trading as St John of God Accord I provide an undertaking by way of this letter noting the correct name of the Agreement as follows:

‘St John of God Accord, Accord Community engagement Services
(ACES) Enterprise Agreement 2014’

Yours sincerely



Dorothy Gibbs
Senior Advisor Industrial and Employee Relations

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).