



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Outreach Services Ltd T/A St John of God Accord
(AG2018/2346)

ST JOHN OF GOD ACCORD RESIDENTIAL SERVICES ENTERPRISE AGREEMENT 2018

Social, community, home care and disability services

COMMISSIONER GREGORY

MELBOURNE, 5 MARCH 2019

Application for approval of the St John of God Accord Residential Services Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Accord Residential Services Enterprise Agreement 2018* (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 Outreach Services Ltd T/A St John of God Accord. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

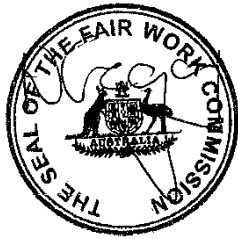
[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] 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.

[6] The Health Services Union of Australia 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.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2019. The nominal expiry date of the Agreement is 31 March 2021.



COMMISSIONER

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Annexure A



Dear Commissioner Gregory

St John of God Accord Residential Services Enterprise Agreement 2018 (AG2018/2346)

Written undertakings under section 190 of the *Fair Work Act 2009*

St John of God Accord hereby undertakes the following in relation to the *St John of God Accord Residential Services Enterprise Agreement 2018*:

1. St John of God Accord (the Employer) undertakes not to allow employees to take a period of long service leave at half the leave and double the ordinary pay during the life of this Agreement.
2. St John of God Accord undertakes to ensure that where a casual employee only works on a Sunday (rather than working on both Saturday and Sunday) the employee will receive the composite rate of 200% as reflected at Clause 26 – Saturday and Sunday work of the Social, Community, Home Care and Disability Services Industry Award 2010. This rate will be in substitution for and not cumulative on the casual loading prescribed in the Agreement.
3. St John of God Accord undertakes to ensure that if an employee is required to commence their shift prior to 6.00am they shall be paid the applicable night shift penalty for this shift.
4. St John of God Accord undertakes to ensure that if an employee finishes a shift after 12:00am they will receive the applicable night shift penalty of 15% as reflected in Clause 43 – Shift Work Allowance sub clause (d) (ii).
5. St John of God Accord undertakes to ensure that if an employee finishes a shift between 10.00pm and 12.00am they will receive the applicable afternoon shift penalty of 12.5% as reflected in Clause 43 – Shift Work Allowance sub clause (d) (i).
6. St John of God Accord undertakes to ensure that if an employee is required to work beyond 10 hours per day they will receive the applicable overtime rates reflected in Clause 41 – Overtime of the Agreement.
7. In addition, the Employer undertakes to ensure that if a full time employee is required to work in addition to their rostered ordinary hours on any day they will receive the applicable overtime rates reflected in Clause 41 – Overtime of the Agreement.

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(Limited Liability) Incorporated in
Western Australia

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8. St John of God Accord undertakes to ensure that if an employee is required to work a broken shift that all work performed beyond the maximum span of 12 hours they will be paid at double time and the employee will receive a minimum break of 10 hours between broken shifts rostered on successive days.
9. St John of God Accord undertakes payment for a broken shift will be at ordinary pay with penalty rates and shift allowance in accordance with Clause 43 – Shift Work, Undertaking 4 and 5, with shift allowances being determined by the finishing time of the broken shift.
10. St John of God Accord undertakes to pay a top up payment which will leave the employee better off, for all work necessarily undertaken by an employee up to a total of one hour duration where the rates contained at sub-clauses 25.7 (d) and (e) of the Social, Community, Home Care and Disability Services Industry Award 2010, as varied from time to time, exceeds the Sleepover Allowance prescribed in Wages – Schedule C of the Agreement.
11. In addition, St John of God Accord also undertakes that on any occasion when an employee is entitled to a sleepover allowance under the relevant provisions in the Agreement, the employee may request to be provided with the calculations demonstrating that they are in fact better off under the terms of the Agreement compared with the relevant terms contained in the underlying Award."

Signed for and on behalf of the employer

A handwritten signature in black ink, appearing to read 'Eve Dawson'.

Eve Dawson

Group Manager HR & Employee Relations

22 February 2019

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



ST JOHN OF GOD ACCORD
RESIDENTIAL SERVICES
ENTERPRISE AGREEMENT
2018

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 Residential Services Enterprise Agreement 2018* (the Agreement).

3. PARTIES TO THE AGREEMENT AND APPLICATION FOR COVERAGE

- (a) The parties to this Agreement are:
 - i. St John of God Outreach Services (ABN: 36 064 831 965) trading as St John of God Accord ("SJGA"); and
 - ii. Marillac (ABN 34 050 463 717) (St John of God Outreach Services and Marillac are referred to in this Agreement individually and collectively, as the context requires, as 'the Employer'); and
 - iii. Employees employed by the Employer in the provision of residential and respite accommodation services for people with a disability in Victoria pursuant to the classifications listed in Schedule A.
- (b) 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.
- (c) The Employer will formally advise HACSU and HWU when the Agreement is made in order for the HWU and HACSU to apply under section 183 of the Act to be covered by the Agreement.

4. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees employed by the Employer in the provision of residential and respite accommodation services for people with a disability and shall apply to all Employees employed pursuant to the classifications listed in Schedule A.

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). The Agreement shall nominally expire on 31 March 2021.

6. REPLACEMENT

- (a) This agreement cancels and replaces:
 - (i) the *St John of God Accord Shared Supported Accommodation (SSA) Enterprise Agreement 2014*; and
 - (ii) any and all transitional instruments that might apply as a consequence of the purchase of Marillac by the Employer.
- (b) Notwithstanding the Term, this Agreement shall continue to operate until it is cancelled, varied or replaced in accordance with the provisions of the Act.
- (c) Negotiations for the replacement of this agreement shall begin at least three (3) months prior to the expiration date.

7. DEFINITIONS

For the purposes of this Agreement:

- (a) “the Act” shall mean the *Fair Work Act 2009*, or any successor, as amended.
- (b) “Employee” means an Employee of St John of God Outreach Services, trading as St John of God Accord (“SJGA”) or Marillac (ABN 34 050 463 717).
- (c) “Employer” means St John of God Outreach Services (ABN: 36 064 831 965) trading as St John of God Accord (“SJGA”) and Marillac (ABN 34 050 463 717).
- (d) “excursion” means camp stay, excursion, holiday, however described that involves an overnight stay away from the person’s usual home.
- (e) “FWC” means the Fair Work Commission or successor.
- (f) “HACSU” means the Health and Community Services Union (an operating name of the Health Services Union (Victoria) No. 2 Branch).
- (g) “HWU” means the Health Workers Union (an operating name of the Health Services Union (Victoria) No. 1 Branch).
- (h) “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.
- (i) “spouse” includes a former spouse.
- (j) “de facto partner” of an Employee:
 - i. 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
 - ii. includes a former de facto partner of the Employee.
- (k) “NES” means the National Employment Standards as contained in the Act.
- (l) Service and Continuous Service are defined by section 22 of the Act.
- (m) “Union” means HACSU, and HWU.
- (n) “ERO” means Equal Remuneration Order ratified by the FWC in relation to an increase wages for the disability sector.

8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the Act. 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.

9. SAVINGS CLAUSE

Nothing in this Agreement will diminish any entitlement which Employees covered by this Agreement had immediately prior to this Agreement coming into effect, except where expressly varied by this Agreement.

10. CONSULTATION IN THE EVENT OF MAJOR ORGANISATIONAL CHANGE

- (a) The parties acknowledge the benefits of consultation to facilitate the process of change as it occurs in the workplace.
- (b) The parties also acknowledge that the most effective introduction of Organisational change occurs where there is an environment of co-operation and consultation.
- (c) In the event that the Employer identifies a need for significant change that is likely to have significant effects on Employee(s), it will commence a process of consultation with Employees and their union who may be affected by the proposed change.
- (d) The Employer will consult regularly with those affected by the proposed change and will give consideration to matters raised by the Employees with the view to taking appropriate steps to mitigate the impact of such change.
- (e) The parties will make every effort to ensure that issues raised in consultation relating to this clause are dealt with in a timely manner.
- (f) Significant effects include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; change of rosters; the need for retraining or transfer of Employee(s) to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (g) At any stage of the consultation process an affected Employee may elect to involve a representative of his/her choice (which may include a Health Services Union official) and the Employer may elect to involve a representative of its choice.

11. WAGE INCREASES

- (a) During the lifetime of this Agreement, wage increases will be reviewed by the Employer in July and December each year to take into account increases to the Modern Award and the application of the ERO.
- (b) Wages will be increased as follows:
 - i. by the greater of the Annual Wage Review increase prescribed by the FWC or from the beginning of the first full pay period to commence on or after:

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1. 1 July 2018 – 2.5%;
 2. 1 July 2019 – 2%;
 3. 1 July 2020 – 2%; and
- ii. from the beginning of the first full pay period to commence on or after 1 December 2018, 2019 and 2020 by an amount consistent with the ERO as applied to the Modern Award.
- (c) The Employer will produce pay tables reflecting the final pay increases as soon as practicable after the outcome of each of the Annual Wage Reviews are known.
 - (d) The wage increases referred to in subclauses (b)(i) and (ii) of this Clause shall apply to Employee's base rate of pay.
 - (e) Any further wage increase shall be at the absolute discretion of the Employer.
 - (f) 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 Social, Community and Disability Services Industry Equal Remuneration Order 2012 (C2010/3131).
 - (g) Employees have been classified in accordance with the Modern Award structure as per Schedule B of this Agreement.

12. DISPUTE RESOLUTION PROCEDURE

Resolution of disputes and grievances

- (a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an Employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.
- (b) The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.
- (c) Where the Employee chooses another Employee to act as their representative she/he will be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent the Employee concerning matters pertaining to the dispute.

Obligations

- (d) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out without delay.
- (e) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised

the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

- (f) No person covered by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

Internal process

- (g) Any dispute or grievance must first be dealt with in accordance with the below process, provided that the process is conducted in a timely manner and it is consistent with the following principles:
- i. The rules of natural justice;
 - ii. Provide for mediation or conciliation of the grievance;
 - iii. Provide that the Employer will take into consideration any views on who should conduct the review; and
 - iv. Be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- (h) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).
- (i) Where the matter remains unresolved, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure, which may include a senior representative of the Employer.

Referral to Fair Work Commission

- (j) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be referred to the FWC by any party for resolution by conciliation or arbitration.

13. DISCIPLINARY PROCEDURE

Where an Employer has concerns about the conduct of an Employee, or a performance issue that may constitute misconduct or serious misconduct, the following procedure is to apply:

Investigative procedure

- (a) The Employer will advise the Employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations.
- (c) The reason for any interview is to be explained.
- (d) The Employee is to be provided with the details of the evidence in support of the allegation/s and any evidence that is against the allegation/s.

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- (e) If the Employee raises an issue in his or her response to the Employers concerns or allegations, the Employer shall take reasonable steps to investigate the matter.
 - (f) A reasonable opportunity is to be provided for a representative (who can act in a representative capacity, including as an advocate) or (at the election of the Employee) support person of the Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee.
 - (g) Throughout the formal investigative procedure an Employee will be provided with reasonable opportunity to respond to allegations pertaining to the unacceptable performance, behaviour and/or misconduct. The Employee may be assisted or accompanied by a support person or representative (who can act in a representative capacity, including as an advocate) of her/his choice. The Employee will notify the Employer in advance of any meeting of who will be attending the meeting with them.
 - (h) The investigator is not to have had any involvement with the matter that has given rise to the concerns or allegation/s.

Disciplinary procedure

- (i) If following the investigation, the Employer reasonably considers that the Employee's conduct may warrant disciplinary steps being taken, the Employer will notify the Employee in writing of the basis of its view and any allegation and meet with the Employee.
- (j) In considering whether the Employee should be disciplined the Employer will consider:
 - i. whether there is a valid reason related to the conduct of the Employee arising from the investigation justifying the disciplinary process;
 - ii. whether the Employee knew or ought to have known that the conduct was below acceptable standards; and
 - iii. any explanation by the Employee relating to conduct and any mitigating circumstances.

Possible outcomes

- (k) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:
 - i. counsel the Employee with the counselling recorded on the Employees personnel file;
 - ii. give the Employee a first written warning which will be recorded on the personnel file;
 - iii. give the Employee a second written warning in the event that the Employee has previously been given a first warning for that course of conduct;
 - iv. give the Employee a final written warning in the event that the Employee has previously been given a second written warning for that course of conduct;
 - v. Terminate the Employee on notice in the case of an Employee who repeats a course of conduct for which a final warning was given; or

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- vi. Terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Act) that is wilful and deliberate.
 - (l) In case of serious misconduct warranting termination, either summarily or on notice, the Employer may issue the Employee with a final warning without following the previous steps outlined in (i) to (vi) above.
 - (m) If after any warning a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must not be used against an Employee in any new matter unless the Employer establishes a clear link between the warnings.
 - (n) The Employer's decision and a summary detailing the reasons will be notified to the Employee in writing.

Review of outcomes

- (o) If an Employee is dissatisfied with the above procedure, a written request for a review to be undertaken may be sent to the CEO or their delegated representative stating the specific details of the concern and the reasons for concern. The CEO or delegate will provide a written response to the Employee following the review detailing the reasons for any decision made. For the avoidance of doubt the Dispute Resolution Procedure in this Agreement continues to apply.

14. COMPLAINTS RESOLUTION PROCEDURE

- (a) It is recognised that Employees may experience problems and concerns related to the work environment from time to time and the complaints resolution process provides a mechanism for Employees to raise an issue and have it discussed openly and dealt with satisfactorily and promptly.
- (b) All Employees are encouraged to raise issues informally in the normal course of their work with their immediate supervisor. When a problem or issue arises that cannot be dealt with in this manner, then a formal complaints process would be undertaken.
- (c) All complaints will be dealt with in a confidential manner and no Employee will be penalised for raising a complaint in good faith.
- (d) The organisation will endeavour to ensure that complaints are normally heard within 10 working days of being received and that decisions are communicated within 10 working days of being heard.
- (e) Another Employee or union representative may accompany an Employee to any formal complaints meetings that are held. It will be necessary to confirm details of who is accompanying the Employee in advance of any meeting.
- (f) All meetings and outcomes will be documented and a copy given to the Employee. A copy will be placed on the Employees personnel file.
- (g) The steps in the complaints process are as follows:
 - i. Employees are always encouraged to bring matters to the attention of their supervisor at the earliest possible stage informally. This should be done as issues arise and is normally the most effective way to resolve matters speedily.

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- ii. If an Employee/s are not happy with the response received through the informal stage or wish to raise a complaint formally in the first instance, it should be raised in writing with the immediate supervisor. This should clearly set out the nature of the complaint and make it clear that a formal complaint is being instigated.
 - iii. If the complaint raised concerns the Employee's immediate supervisor and they do not wish to discuss it with them directly, they may raise it with the next level of management.
 - iv. A meeting will be arranged with the Employee to discuss the complaint. If necessary, more than one meeting will be held.
 - v. A decision on the complaint will be confirmed in writing, within an indicative time frame of 10 working days.
 - vi. If an Employee is not happy with the outcome after the complaint has been investigated then an Employee may raise the concern regarding the decision in writing to the Chief Executive Officer (CEO).
 - vii. If the matter was raised initially with the CEO, then the matter may be referred to the Group Manager Industrial Relations for review.
- (h) The decision resulting from clause (vi) and (vii) above will be the final decision.
- (i) If an Employee has a complaint related to bullying, discrimination or harassment the organisation would implement an informal or formal investigation process in line with the legislated requirements.
- (j) This clause does not preclude an Employee from making a claim within the jurisdiction of a relevant statutory court, tribunal, authority or commission.
- (k) This clause does not preclude an Employee raising an issue under Clause 11 Dispute Resolution Procedure of this Agreement.

15. TRAINING AND PROFESSIONAL DEVELOPMENT

- (a) The parties recognise that a skilled and highly valued workforce with career opportunities provides the fundamental basis for the delivery of quality client focused outcomes and care for people with an intellectual disability. Training will be available to all Employees and as discussed and agreed with the staff member's direct line manager.
- (b) This agreement provides for the following:
 - i. Mandatory training will be provided to all Employees. This training will include:
 - 1. Medication Administration
 - 2. Manual Handling
 - 3. First Aid training (which includes Cardiopulmonary resuscitation CPR)
 - 4. Introduction to Positive Behaviour support

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- (c) In addition to Mandatory training all Employees covered by this agreement will be entitled to two additional days' per annum professional development training which is related and appropriate to the Employees' position. The training is subject to an application and approval process which includes the roster management to meet organisation requirements. Approval must not be unreasonably denied.

Induction training

- (d) All Employees will participate in an Orientation and Induction program which will include:
- i. Face to face programs
 - ii. On line competency based assessments
 - iii. Site specific induction programs

Travel to and from Mandatory Training

- (e) Employees will be paid for their time and mileage travelled to training venues when travelling from/to their place of work
- (f) Shifts will be approved for backfilling where there is less than one hour break between the end of a shift and the start of the scheduled training.

Study leave

- (g) All Employees will have the opportunity to apply for paid study leave for up to 4 hours per week per semester up to a maximum of 26 weeks in a year of study in relevant qualifications. This leave is not available for study relating to base qualifications of the relevant position. This leave will be paid at 'ordinary time' rate of pay and for clarity does not include penalties or allowances. The course of study is subject to an application and approval process which includes the roster management to meet organisation requirements.

Professional development and support and individual training plans

- (h) All permanent Employees should have an individual training and development plan produced which will be reviewed and updated as part of the ongoing professional support arrangement.

Specific training commitment for casual Employees

- (i) All casuals will be provided with training that will ensure that they have a broad range of core skills related to the specific health needs of clients that they are required to support (including, without limitation, asthma management and Behaviour Management Training).

Training backfill

- (j) Appropriate backfill will be provided to assist and encourage Employees to undertake relevant training.

Training not to disadvantage

- (k) Employees are paid to attend training. The Employer will use its best endeavours to not roster Employees to undertake training at a time which disadvantages the Employees in relation to shift allowances and penalties.

Working arrangements when on training courses

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- (l) Employees attending training may be required to work the remaining hours of the shift for which they are rostered, provided that the remainder of the shift is of at least two hours duration after allowing for travel time to return to duty.
 - (m) Employees will not be required to work an active night shift finishing on the morning a training day begins, or commencing at the end of a full training day. Employees may be required to work a night shift after attending a morning training session.
 - (n) Employees rostered to work a sleepover, finishing on the morning a full training day begins, are only required to complete the previous pm component of the sleepover shift prior to training and are not required to perform any duty on the morning of the training.
 - (o) Employees attending half day training on an afternoon or morning may work the morning shift, afternoon shift or sleepover shift as applicable, if so rostered.

16. DELEGATES' RIGHTS AND PROVISION OF INFORMATION IN THE WORKPLACE

Provision of information in the workplace

- (a) The Employer will provide a noticeboard in the sleep-over room for the display of Employee related notices including Union information. The Employer will provide reasonable access to communication devices for Employees to communicate with their union.
- (b) The Employer will provide access to this agreement and any other relevant material through our intranet system which all Employees have access to. The Employer will provide access to a copy of this Agreement, the NES and any other industrial material in each workplace.

Access to Paid Union Education and Participation Leave

- (c) Employee Trade Union Representatives will be entitled to access up to 2 days Trade Union Training Leave in any one calendar year (non-cumulative) subject to:
 - i. application; and
 - ii. approval by the Employer (which must not be unreasonably withheld, but will be subject to the Employer's operational needs).
- (d) The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council, Executive Council, Branch Committee of Management and National Council, however so named, with a maximum of six days per year. Additional leave without pay shall be granted to an Employee on application by the Union, for the purpose of fulfilling their duties as an official of Branch Committee of Management.

Access to the Workplace

- (e) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the Union shall be permitted to attend and address the new Employees, at a time and place agreed upon between the Union and the Employer.

17. REDUNDANCY

Definitions

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- (a) Business includes trade, process, business or occupation and includes part of any such business.
 - (b) Redundancy occurs where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
 - (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
 - (d) Weeks' Pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
 - i. Overtime;
 - ii. Penalty rates;
 - iii. Disability allowances;
 - iv. Shift allowances;
 - v. Special rates;
 - vi. Fares and travelling time allowances;
 - vii. Bonuses; and
 - viii. Any other ancillary payments of a like nature.

Discussion before Termination

- (e) 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 clause 10 Consultation in the Event of Major Organisational Change of this Agreement.

Transfer to Lower Paid Duties.

- (f) 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

- (g) 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.

Years of Service:

Less than 1 year

Severance pay

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 and 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

Employee Leaving During Notice Period

- (h) 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

- (i) 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

- (j) 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.
- (k) 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.
- (l) For this purpose a statutory declaration will be sufficient.

Employees with Less than One Year's Continuous Service

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

Employees Exempted

- (n) 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

Transmission of Business

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- (o) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from SJGA (in this subclause called the transmittor) to another Employer (in this subclause called the transmittee), in any of the following circumstances:
- i. Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - ii. Where the Employee rejects an offer of employment with the transmittee:
 - 1. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - 2. which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

Redundancy Process

- (p) Where a redundancy arises the Employer will provide affected Employees in good time with relevant information including the:
- i. reasons for any proposed redundancy;
 - ii. number and categories of workers likely to be affected; and
 - iii. period over which any proposed redundancies are intended to be carried out.
- (q) During discussions taking place in accordance with this clause the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

18. TERMINATION OF EMPLOYMENT

Notice of Termination by the Employer

- (a) 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

- (b) 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.

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- (c) 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.
 - (d) 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.
 - (e) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - i. the Employee's ordinary hours of work (even if not standard hours); and
 - ii. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - iii. any other amounts payable under the Employee's contract of employment.

Notice of Termination by Employee

- (f) 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.

Time Off During Notice Period

- (g) 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.

Transmission of Business

- (h) Where a business is transmitted from one Employer to another, as set out in Clause 17 Redundancy, the period of continuous services that the Employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous services in respect of which notice has already been given or paid for.

19. 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:

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- i. National Catholic Superannuation Fund or any successor thereto;
 - ii. 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
 - iii. 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 HESTA.
- (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 to that Fund or another complying superannuation fund 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.

Absence from Work

- (g) Subject to the governing rules of the Fund of which an Employee is a member, the following provisions shall apply:
- i. Paid Leave

Contributions shall continue whilst a member of a Fund is absent on approved paid leave, i.e. annual leave, sick leave, long service leave, public holidays, jury service or personal leave.
 - ii. Work related injury or illness

In the event of an Employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

 - 1. the member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from the Employer in accordance with statutory requirements or the provisions of this Agreement; and
 - 2. the person remains an Employee of the Employer.

20. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the NES contained in the Act, as amended from time to time.
- (b) Permanent Employees who are eligible for parental leave in accordance with subclause (a) above shall be entitled to the following Paid Parental Leave:

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- i. Paid Parental Leave is intended for the primary carer to be taken at the time of the birth or placement. Paid Parental Leave may commence up to six weeks before the expected birth but not start later than the date of birth of the child. In the case of adoption placement of a child under the age of sixteen parental leave must start on the date of placement of that child. The child must not have lived continuously with the primary carer for six months or more before application for Paid Parental Leave. The leave must be taken in a single continuous period.
 - ii. Paid leave is also available to non-primary carers whose partner is having or has just had a child, provided they have been employed continuously for twelve months or more. This leave must be taken at or around the time of the birth or adoption placement of the child and cannot be deferred. This leave does not affect the paid parental leave entitlement of primary carers.
 - iii. Effective on the approval of this agreement, permanent Employees who qualify for maternity or adoption leave shall be entitled to ten weeks paid maternity or adoption leave which may be taken at half pay over twenty weeks. Non-primary carers shall be entitled to two weeks concurrent paid parental leave.
 - iv. The rate of pay for all paid parental leave entitlements shall be based on the Employee's ordinary rate of pay prior to proceeding on leave.
 - v. An Employee must have worked continuously for at least six months prior to the expected date of birth or adoption placement to be eligible for subsequent periods of paid parental leave. For six months service, 50% of the full entitlement will be payable and for each additional month of service completed, 1/12 of the full entitlement will be payable up to 12 months (being 100% entitlement).

Commonwealth Government scheme

- (c) 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.
- (d) Employees including eligible casual Employees who have completed 12 months of service are entitled to the provisions of this clause.
- (e) An eligible casual Employee means a casual Employee:
 - i. employed by the Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - ii. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (f) For the purposes of this clause, continuous service is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).
- (g) The Employer must not fail to re-engage a casual Employee because:

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- i. the Employee or Employee's spouse is pregnant; or
 - ii. the Employee is or has been immediately absent on parental leave.
 - (h) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

21. LONG SERVICE LEAVE

- (a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this clause.
- (b) An Employee shall have the following entitlement to long service leave:
 - i. On the completion by the Employee of ten years continuous service – four months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service;
 - ii. Employees who have completed seven years of continuous service may apply to have access to long service leave on a pro rata basis.
 - iii. In addition, in the case of an Employee who has completed more than ten years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (b)(i)

Casual Employees

- (c) A casual Employee will be eligible for long service leave as per provisions applicable to a full time or part-time position, with the amount of long service leave entitlement based on the average of hours worked over the period of service leading up to the time of eligibility, and providing that the Employee's service has been continuous during this period, the accrual rate will be 1/60th of the time worked.
- (d) For the purpose of this clause, service will be considered continuous provided the Employee has worked without a continuous break of more than three months during the eligible period of service.
- (e) Where an Employee moves from a casual position to a full time or part-time position, continuous service as a casual Employee will be counted as service towards the accrual of long service leave, with the amount of accrual based on the average of hours worked over the period of service being credited. For the purposes of this clause, service will be considered provided the Employee has worked without a continuous break of more than three months during the eligible period of service, unless otherwise agreed between the Employer and the Employee.

Service entitling to leave

- (f) For the purposes of this Clause the meaning of service and continuous service shall be in accordance with section 22 of the Act.
- (g) Subject to this subclause service shall also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (h) For the purposes of this clause service shall be deemed to be continuous notwithstanding:

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- i. the taking of any annual leave or long service leave;
 - ii. any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in clause 22 Personal Leave;
 - iii. any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - iv. any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under Clause 36 Accident Makeup Pay;
 - v. any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - vi. any interruption arising directly or indirectly from an industrial dispute;
 - vii. the dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding two months after the dismissal;
 - viii. any absence from work of an Employee for a period not exceeding twelve months in respect of any pregnancy or adoption.
 - ix. any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of his/her employment not covered by (iv) above of this subclause.
- (i) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (h)(i) to (h)(v) above shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clauses (h)(vi) to (h)(ix) above shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
 - (j) the Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

Payment in lieu of long service leave on the death of an Employee

- (k) Where an Employee who has completed at least ten years' service dies while still in the employment of the Employer the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

Payment for period of leave

- (l) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
 - i. at the same time as payment would have been made if the Employee had remained on duty;

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- ii. in any other way agreed between the Employer and the Employee.
 - iii. at the request in writing of the Employee and then by agreement of the Employer (which shall not be unreasonably refused), long service leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- (m) Where the Employee is considering making such a request, the parties recommend that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
 - (n) The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the Employee being finalized.
 - (o) Agreement shall not be unreasonably withheld in relation to an Employee's request
 - (p) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which he/she is entitled, the Employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
 - (q) Where any long service leave accrues to an Employee pursuant to (b) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - (r) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

Taking of leave

- (s) When an Employee becomes entitled to long service leave it shall be taken at the earliest feasible date as agreed between the Employer and Employee.
- (t) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- (u) If the Employer and an Employee so agree, long service leave to which an Employee becomes entitled under this agreement, may be taken in two or three separate periods with a minimum period of 4 weeks in any one period.
- (v) An Employer and an Employee who is entitled to long service leave may, following consultation and reasonable attempts to schedule leave, agree when the Employee is to take the leave. In the absence of an agreement under paragraph (u), the Employer may direct the Employee to take long service leave at the particular time by giving the Employee three months written notice.
- (w) Notwithstanding the above, upon approval from the Employer, the Employee may also be granted long service leave in periods of one day or more.

Varying Hours

- (x) Where an Employee (whether employed on a full-time, part-time or casual basis) has worked varying hours during the period of service leading up to eligibility for long service leave, the

quantum of hours of long service leave entitlement will be based on the average of the hours worked over that period.

Definitions

- (y) For the purposes of this clause the following definitions apply:
- i. "Pay" means remuneration the Employee would have received if not for being on long service leave as outlined, or if the Employee dies before the completion of leave; and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

22. PERSONAL LEAVE

Entitlement

- (a) An Employee is entitled to the following amount of paid personal / carers leave:
- i. A full-time Employee shall accrue paid personal/carers leave as follows:
 - 1. 12 days in the first year of service;
 - 2. 14 days in the second, third and fourth years of service;
 - 3. 21 days in the following years of service.
 - ii. A part-time Employee is entitled to personal leave on a pro-rata basis of the full-time Employee's entitlement.
- (b) An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) All periods of sickness shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration, 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.
- (d) Provided that an Employee may be absent through personal injury or sickness for one day without furnishing evidence of such injury or sickness on not more than three occasions in any one year of service.
- (e) 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.
- (f) An Employee is entitled to use accumulated personal leave for personal injury or sickness if the Employee has already used the current year's personal leave.
- (g) Personal leave entitlements which have not been taken at the completion of the year shall accumulate.

Carers Leave

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- (h) 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 in whole days or part days as required.
 - (i) 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 by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (j) An Employee shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, 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.
 - (k) An Employee is entitled to use accumulated personal leave as paid personal leave to care for an immediate family or household member if the Employee has used the current year's personal leave entitlement.

Unpaid Leave for Family Purpose

- (l) 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 (i) and (j) are met.

Casual Employees

- (m) Casual Employees are entitled to not be available to attend work or to leave work to care for members of their immediate family or household who are ill/injured and require care and support or who require care due to an unexpected emergency; or the birth of a child; or upon the death of an immediate family or household member.
- (n) The Employer and Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement a casual Employee is entitled to take up to two days of unpaid personal/carers leave per occasion, provided the requirements of (i) and (j) are met, to care for members of his or her immediate family or household who are ill/ injured and require care or support or who require care due to an unexpected emergency.

23. ANTENATAL APPOINTMENTS

Where an Employee requests to attend pre-natal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of an Employee, then the Employee on production of satisfactory evidence to this effect may access his or her personal leave credit under this Agreement.

24. 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.
- (f) With the consent of the Employer which shall not be unreasonably withheld, an Employee shall in addition be entitled to up to ten working days unpaid compassionate leave in respect of the death within Australia or overseas of a relation. Any dispute as to the granting of this leave shall be settled through clause 11 Dispute Resolution Procedure.
- (g) To avoid doubt a casual Employee is entitled to unpaid compassionate leave. Any dispute as to the granting of this leave shall be settled through clause 11 Dispute Resolution Procedure.

25. PAYMENT OF WAGES

- (a) Wages shall be paid not later than Thursday (unless that day is changed following consultation) following the end of the pay period 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 Act or successors thereto.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer payment of all wages and other monies owing to

an Employee shall be made to the Employee on the final day of employment or as soon as practicable (but not later than the next pay day).

26. 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.

27. HIGHER DUTIES

Employees who 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 levels in Schedule C of this Agreement applying to the Employee so relieved.

28. BLOOD DONORS

The Employer will release staff upon request to donate blood where a collection unit is on site.

29. ANNUAL LEAVE

Amount of leave

- (a) For each year of service with his or her Employer, an Employee, other than a casual Employee, is entitled to 4 weeks of paid annual leave.
- (b) In addition to the entitlements specified in subclause (a), an Employee who works for more than four ordinary hours on 10 or more weekends per annum is entitled to an additional week's annual leave.

Accrual of leave

- (c) 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

- (d) Paid annual leave may be taken for a period agreed between an Employee and his or her Employer.
- (e) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (f) If requested the Employer shall pay each Employee in advance before commencement of the Employee's annual leave her or his ordinary pay for the leave period plus the loading on annual leave as prescribed in (k) below.

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

- (g) 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.
- (h) 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

- (i) 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 ordinary time rate of pay for the Employee's ordinary hours of work in the period plus the applicable leave loading amount.
- (j) 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

- (k) In addition to the payments prescribed in (a) and (b) above an Employee shall receive a loading of either:
 - i. his or her allowances for performing shift work and work on Saturdays and Sundays according to his/her roster or projected roster; or
 - ii. a loading of 17.5% of ordinary pay for the period of the leave whichever is the greater

Employees with credited leave exceeding entitlement

- (l) An Employee who has annual leave credited to him or her that is 2 times their annual entitlement referred to in (a) and (b) above, the Employer may, following consultation and reasonable attempts to schedule leave, direct the Employee to take such credited leave that is above the annual entitlement and in doing so provide a minimum of eight weeks' notice.
- (m) The Employer will not unreasonably refuse leave periods nominated by Employees when fixing the time for the taking of such leave.

Continuous Service

- (n) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - i. any paid leave taken therein;
 - ii. any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - iii. any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
 - iv. any absence on account of leave granted, imposed or agreed to by the Employer;
 - v. any absence on any other account not involving termination of employment.
- (o) In calculating a year of employment any absence of a kind mentioned in (i), (ii) or (iii) above hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in (iv) and (v) hereof, it will be necessary for the Employee as part of this qualification for annual leave to serve such additional period as equals the period of such absences.

Illness During Annual Leave

- (p) If an Employee becomes ill during annual leave on days on which that Employee would normally have worked and immediately upon return to work after such leave provides a certificate from a medical practitioner or other registered health professional certifying that the Employee was unfit for work and the days on which such Employee claims to have been unfit, the number of days specified in the certificate may be debited to any sick leave entitlements of the Employee accrued at that time and re-credited to that Employee's annual leave entitlements.

30. 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.
- (b) 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
- (c) 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.
- (d) The leave loading prescribed in this Agreement shall be paid on annual leave paid in lieu.
- (e) The Employee must have taken at least one period of annual leave of 2 weeks or more in the preceding 12 months prior to the request for a cash out of annual leave.

31. PUBLIC HOLIDAYS

- (a) An Employee shall be entitled to holidays without loss of pay on the following days:
 - i. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - ii. The following days, as prescribed in the State of Victoria, Australia Day, Anzac Day, Queen's Birthday, Eight Hours Day or Labour Day; and
 - iii. Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
 - iv. Such other days as are declared and prescribed as Public Holidays in the State of Victoria.

Holidays in lieu

- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

Substitution of public holidays by agreement at the enterprise

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- (e) An Employer and their Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees shall constitute agreement.
 - (f) An agreement shall be recorded in writing and be available to every affected Employee.

Payment for time worked on a public holiday

- (g) 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.
- (h) An Employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.
- (i) Where an Employee's accrued day off falls on a public holiday prescribed by this agreement another day as mutually agreed shall be taken in lieu thereof, such day to be agreed within the same four week cycle where practical.
- (j) Where a declared or substitute public holiday differs from the public holiday the Employee may elect on which day they receive the public holiday rate of pay.
- (k) When Christmas Day falls on a Saturday or Sunday Employees required to work on Christmas Day will be paid double time and half instead of any other penalties/allowances payable for the hours worked.

32. 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.

33. CULTURAL AND CEREMONIAL LEAVE

- (a) A Caregiver who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave In any one year, with the approval of the Employer.
- (b) Employees must request this leave in writing. The Employer will consider requests for further unpaid leave. Requests for such leave will only be denied on reasonable business grounds.

34. FAMILY VIOLENCE SUPPORT

General Principle

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- (a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
 - (b) Support for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend to issues related to, and as a consequence of, family violence.

Definition of Family Violence

- (c) Family violence includes behaviour by a person towards a family member of that person that:
 - i. is abusive in a physical, sexual, emotional, psychological or economic/financial manner; or
 - ii. is threatening, coercive or in any other way controls or dominates the family member; and
 - iii. causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - iv. causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (c)(i)-(ii).

Eligibility

- (d) Support for family violence purposes is available to all Employees, as per the Employer's Caregivers Facing Hardship Policy as amended from time to time, a copy of which is attached to as an appendix to this Agreement which is available on the Employer's intranet.

General Measures

- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, union delegate or other person identified by the Employer. The Caregivers Facing Hardship Policy details the appropriate contacts should the Employee wish to seek assistance through that Policy.

Evidence of family violence

- (f) Evidence may be required by the Employer and can be provided in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (g) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information provided by the Employee to support their application as per (f) above will be kept on an Employee's personnel file without their express written permission.
- (h) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (i) The Employer may develop guidelines to supplement this clause that details the appropriate action to be taken if an Employee reports family violence.

Support

- (j) An Employee who discloses that they are experiencing family violence will be given information about and access to all available support assistance, including:
 - i. assistance outlined in the Caregivers Facing Hardship Policy, which may include the provision of financial assistance and/or the granting of paid leave in addition to existing leave entitlements.
 - ii. the services offered by the Employee Assistance Program (EAP), and/or other available local Employee support resources. Where possible, the EAP will include professionals trained specifically in family violence.
- (k) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with sub clause (f) from an Employee seeking to utilise their carer's leave entitlement.

Changes to Working Arrangements

- (l) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will consider any request for flexible working arrangements and may only refuse a request from an Employee experiencing family violence on reasonable business grounds. Flexible working arrangements may include:
 - i. temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - ii. temporary or ongoing job redesign or changes to duties;
 - iii. temporary or ongoing relocation to suitable employment;
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. any other appropriate measure.
- (m) Any temporary changes to an Employee's role should be reviewed at agreed intervals. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

35. ALLOWANCES

Meal allowance

- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment as follows:
 - i. when required to work more than one hour after the usual finishing hour of work or, in the case of shift-workers, when the overtime work on any shift exceeds one hour; and
 - ii. provided that where such overtime work exceeds four hours a further meal allowance of \$12.62 will be paid.

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- (b) Clause (a) will not apply when an Employee could reasonably return home for a meal within the meal break.
 - (c) The allowance in this clause will increase each year of this agreement consistent with the annual July 1 wage increase
 - (d) A First aid allowance will be paid to all Employees holding a First Aid certificate.

First aid allowance—full-time Employees

- (e) 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

First aid allowance—casual and part-time Employees

- (f) The first aid allowance in (e) 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.

Mobile Phone

- (g) 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.

Travelling, transport and fares

- (h) 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 rates prescribed in the *Social, Community, Home care and Disability Services Industry Award 2010* ('the Award') as amended from time to time.
- (i) Where an Employee is involved in approved travelling on duty, if the Employer cannot provide the appropriate transport, any approved extraordinary expenses will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (j) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in subclause (i) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer, for these purposes.

Private Motor Vehicle Use

- (k) Where an Employee is required to use their private motor vehicle in connection with their duties, they shall be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.
- (l) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- (m) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- (n) Employees shall be paid allowance corresponding with the per kilometre rates as prescribed in the *Social, Community, Home care and Disability Services Industry Award 2010* ('the Award') for Work Related Car Expenses (rates per business kilometre).

36. ACCIDENT MAKE UP PAY

- (a) An Employee upon sustaining 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 pre injury average weekly earnings. Pursuant to the AC Act normal pay will be paid for the first ten days after the incapacity. 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.
- (c) 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.
- (d) The maximum period or aggravation of periods of accident make up pay to be made by the Employer for any one injury shall be a total of 39 weeks.
- (e) 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 rate.
- (f) An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) 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.
- (h) All rights to accident pay shall cease on the death of an Employee.

37. 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. Both parties must be provided with a signed copy of the agreement.
- (c) The salary packaging arrangement must not reduce or alter the Employers superannuation contribution calculation or obligation to pay superannuation under the Superannuation Guarantee (Administration) Act or Superannuation Guarantee Charges Act. For the avoidance of doubt superannuation obligations will be paid on the Employees pre-salary packaging cash salary.
- (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.

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- (e) The Employee may, upon one month's notice in writing, terminate or vary the salary packaging agreement.
 - (f) Any salary packaging arrangements will be immediately reviewed if there are any changes to any relevant Act(s) or Australian Taxation Office rulings.

38. 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 the taking of long service leave in single days; and
 - ii. the arrangement meets the genuine needs of the Employer and Employee in relation to the matter mentioned above; and
 - iii. the Employer and the individual Employee have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Act; and
 - ii. are not unlawful terms under section 194 of the Act; 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

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- ii. if the Employer and Employee agree in writing — at any time.

39. TYPES OF EMPLOYMENT AND HOURS WORKED

- (a) Employees under this agreement will be employed in classification in this agreement in one of the following categories:
 - i. full-time employment;
 - ii. part-time employment; or
 - iii. casual employment.
- (b) At the time of engagement, an Employer shall inform each Employee of the terms of their engagement as per Schedule D of this agreement, and in particular, whether they are to be full-time, part-time or casual.

Full time employment (averaging of hours)

- (c) The hours for an ordinary week's work shall be 38, or (at the election of the Employee and by mutual agreement with the Employer) be an average of 38 per week in a fortnight, or in a four week period, or by mutual agreement, in a five week period in the case of an Employee working ten hour shifts and shall be worked either:
 - i. in five days in shifts of not more than eight hours each;
 - ii. in a fortnight of 76 hours in 10 shifts of not more than eight hours each;
 - iii. by mutual agreement, in 152 hours per four week period to be worked as nineteen shifts each of eight hours;
 - iv. or any other mutually agreed arrangement provided that no more than 12 hours may be worked in any one shift and no more than 48 hours may be worked in any one week.

Part time employment

- (d) The Employer may employ part time Employees in any classification in this agreement.
- (e) A part time Employee is a person who has reasonably predictable hours of work and works less than full time hours as per subclause (a) and receives, on a pro rata basis, equivalent pay and conditions to those of full time Employees who do the same work.
- (f) Part time Employees shall be paid per hour an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification. The averaging hours provisions that apply to Full-time Employees also apply to Part-time Employees.

Casual employment

- (g) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party.
- (h) Casual Employees shall be employed only in response to unforeseen events such as filling gaps in rosters caused by personal/carers leave or other unpredictable absences. Casual employment is

not to be used in circumstances where the work undertaken is of an ongoing and predictable nature.

- (i) A casual Employee shall be paid per hour worked an amount equal to 1/38th of weekly rate appropriate to the Employee's classification plus 25%, except that:
 - i. a casual Employee shall be paid for each hour worked from midnight Friday to midnight Sunday an amount equal to 1.75 times 1/38th of the weekly rate applicable to the Employee's classification;
 - ii. a casual Employee shall be paid for each hour worked on a public holiday 2.75 times 1/38th of the weekly rate appropriate to the Employee's classification.
- (j) The Employer must give preference in engagement to non-casual Employees who have expressed a desire to work on a Sunday (where they have necessary skills to do so).
- (k) The minimum length of any shift for all full time, part time or casual Employees will be 3 hours. Any Employee rostered for less than 3 hours will be paid for the minimum hours of engagement.
- (l) The provisions of Clauses – Redundancy, Termination of Employment, Annual Leave, Paid Personal Leave, Parental Leave, Public Holidays shall not apply to casual Employees, other than as specifically prescribed under this Agreement.
- (m) For the purposes of this clause the working week shall commence at midnight on a Sunday.

40. MEAL INTERVALS

- (a) An Employee will not be required to work for more than 5 hours continuously without a meal break of at least 30 minutes. This meal break will be unpaid except as provided for in subclause (b).
- (b) Where an Employee is required to remain available for work during the meal interval, the meal interval will be counted as time worked and paid at ordinary rates.

41. OVERTIME

- (a) The provisions of this clause do not apply to casual Employees.
- (b) Where an Employee is required to work in excess of 38 hours per week, or in excess of an average of 38 hours per week as per clause 39(c) - (f) the Employee shall:
 - i. be paid for the first 2 hours at the rate of ordinary time plus 50% and double time thereafter for overtime worked in relation to Monday to Saturday and double time for overtime worked in relation to Sunday; or
 - ii. (by mutual agreement) be granted time off in lieu of overtime for a period of time equivalent to the time worked and a period of time equivalent to the overtime penalty incurred. The time off must be mutually agreed between the Employer and the Employee. Generally the time off should be granted within 28 days of working the overtime. If it has been agreed that the Employee will have time off in lieu, but the leave has not been able to be taken, then sub-clause (b)(i) will apply (i.e. the Employee will be paid for the overtime).

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- (c) These extra rates in (b)(i) above will be in substitution for and not cumulative upon the shift loading prescribed in Clause 43 Shift Work Allowance

Rest period after overtime

- (d) An Employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of work on the next day resulting in them not having had a minimum 10 consecutive hours off duty between those times will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary working time occurring during this absence.
- (e) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 hours off duty, the Employee will be paid at the rate of double time until they are released from duty for such a period. The Employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The provisions of Clause 41 Overtime, shall not apply to a sleepover, which shall be governed by the provisions of Clause 44 Sleepover and Excursions.
- (f) Provided that any Employee required to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty. For the purpose of this clause a period of work which includes a sleepover as described in Clause 42 shall be deemed to be one consecutive period of duty.

Recall to work overtime

- (g) An Employee who is recalled to work overtime after leaving the Employer's premises will be paid for a minimum of two hours' work at the appropriate overtime rate for each occurrence. If the work required is completed in less than two hours the Employee will be released from duty.

Rest break during overtime

- (h) An Employee working overtime will take a paid rest break of 20 minutes for a meal after each four hours of overtime worked if required to continue work after the break. The Employer will provide the meal referred to in this sub-clause e to the Employee free of charge. Where the Employer is unable to provide such meals a meal allowance will be paid to the Employee concerned.

42. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday shall be paid for at the appropriate ordinary time rate plus 50%.
- (b) All rostered time of ordinary duty performed between midnight Saturday and midnight Sunday shall be paid as the appropriate ordinary time rate plus 100%.

43. SHIFT WORK ALLOWANCE

Shift Work Definitions

- (a) Shift work definition Morning shift means any shift that commences on or after 6.30am and finishes before or at 6pm
- (b) Afternoon shift means any shift that finishes between 6pm and 10pm

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- (c) Night shift is any shift that commences on or after 10pm and finishes before or at 6.30am

Shift work penalties and allowances

- (d) In addition to any other rates prescribed in this agreement an Employee whose rostered hours of ordinary duty:
- i. subject to (b) above, finish between 6pm and 10pm shall be paid a shift allowance at the rate of 12.5% of the ordinary rate applied to the Employee's classification for each hour worked during this rostered period; and
 - ii. commence between 10pm and 6.30am shall be paid the night duty penalty of 15% of the ordinary rate applied to the Employee's classification for each hour worked during this rostered period.

44. SLEEPOVER AND EXCURSIONS

Sleepover

- (a) A sleepover means when an Employee is required to sleep overnight on an Employer's premises.
- (b) The span for a sleepover will be a continuous period of eight hours.
- (c) Where an Employee is required to sleepover the Employer will at no cost to the Employee provide:
- i. healthy accommodation;
 - ii. Wherever possible single bedrooms will be provided;
 - iii. Separate beds for each Employee and in no case shall more than two Employees be required to occupy the same bedroom.
 - iv. at some reasonably convenient place a bathroom or shower room.
 - v. linen, cutlery, crockery and blankets for the use of the Employee on the premises.
- (d) The Employee will be entitled to a sleepover payment of \$84.59 for each night on which they sleep over.
- (e) The sleepover allowance will increase each year of this agreement as per Wages – Schedule C
- (f) The sleepover payment is deemed to provide compensation for the sleep over and also includes compensation for all work necessarily undertaken by an Employee up to a total of one hour duration.
- (g) In the event that the Employee is required to perform work that exceeds one hour, payment will be made at the prescribed overtime rate for the duration of that work. Notwithstanding anything else in this agreement fulltime, part-time and casual Employees are paid overtime rates for any disturbance.
- (h) Where it is identified that there is a pattern of multiple disturbances, the sleepover shift will be paid as per subclause (g) and the circumstances of the disturbances will be investigated and appropriate action taken.

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- (i) 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.
 - (j) No sleepover period shall commence prior to 10pm.

Excursions

- (k) An Employee who has agreed to accompany a client or clients of the Employer on a camp or a holiday shall be paid a daily allowance equal to the Sleepover Allowance in addition to the Employee's ordinary hourly rate of pay for 10 hours work and any other penalty payments that may have been applicable.
- (l) Every Employee accompanying a client/s on holiday will receive the nightly sleepover allowance for all nights away from their home.
- (m) For the duration of the camp the Employee will be provided with free board and accommodation.
- (n) If the Employer does not provide free board and accommodation, the Employee shall be paid an allowance that is the equivalent of all monies spent by the Employee on board and accommodation. In order to claim a reimbursement of monies spent on board and accommodation, an Employee shall be required to provide receipts for monies spent on board and accommodation to the Employer.
- (o) Unless agreed between the Employer and Employee concerned, the Employee shall not be entitled to any further payments.
- (p) Any time worked under this clause shall not be taken into account for the purposes of Clause 39 Types of Employment and Hours Worked and Clause 41 Overtime.
- (q) Employees returning from an excursion will receive:
 - i. one day time in lieu for a camp stay of three days or less in duration;
 - ii. two days' time in lie for a camp stay of four or more days in duration.

45. CANCELLATION OF SCHEDULED SHIFTS

- (a) The Employer shall, except in the case of an emergency, provide a minimum of 24 hours' notice to Employees, including casual Employees, where the Employer intends to cancel a scheduled shift of an Employee.
- (b) Where 24 hours' notice has not been provided in accordance with subclause (a) above, the affected Employee will be:
 - i. offered a suitable alternative shift, or the same length of shift at the same or a comparable location at a mutually convenient time; or
 - ii. if not offered a suitable alternative shift, be paid for the cancelled shift as if the Employee had worked that shift.

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- (c) An affected Employee may elect to not work in accordance with clause (b)(i) above, in which case the Employee will not be paid.
 - (d) For the purposes of clause (b)(ii) above “suitable alternative shift” in relation to a casual Employee shall mean any shift of which the casual Employee has been notified he/ she is to work, and in relation to a part-time or full-time Employee shall mean any shift additional to the part-time and full-time Employee’s ordinary or regular rostered weekly hours of duty.

46. ROSTER PROVISIONS

- (a) The parties agree to apply the current St John of God Accord Rostering Practice Manual dated 30 June 2011, provided that consultation regarding changes to rosters shall be undertaken in accordance the following:
 - i. Where the Employer proposes to introduce roster changes the following subclauses apply in relation to roster changes:
 - 1. the Employer will notify and consult with the relevant Employees (and their representative, if any) about the proposed change; and
 - 2. subclauses (b) to (f) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
 - i. discuss with the relevant Employees (and their representative, if any) the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant Employees (and their representative, if any):
 - 1. all relevant information about the change, including the nature of the change; and
 - 2. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - 3. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - 4. 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).

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- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees (and their representative, if any).
 - (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees (and their representative, if any).

47. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The provisions of this Agreement shall operate in conjunction with the *Occupational Health and Safety Act 2004* (Vic).

SCHEDULE A – CLASSIFICATION DEFINITIONS

Level 1

Characteristics of the level

A person employed as a level 1 works under close supervision and undertakes routine activities which require the practical application of basic skills and techniques.

Work at this level consists of performing clearly defined activities. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Positions at this level (which are focussed on learning and developing work skills) will involve extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

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

At this level, Employers are required to offer substantial internal and/or external training.

Responsibilities

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

- completion of file notes relevant to role, refer non-standard queries to relevant supervisor, daily completion of Communication Book, completion of incident reports as required, record client expenditure in accordance with organisational policy;
- undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- apply established practices and procedures;
- client contact and interaction including attending to their personal care or undertaking generic domestic duties under close supervision and either individually or as part of a team as part of the delivery of disability services confined to the role;
- preparation of the full range of domestic duties including cleaning and food service, assistance to clients 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 confined to the role.

Requirements of the position

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

Skills, knowledge, experience, qualifications and/or training

- developing knowledge of the workplace function and operation;
- basic knowledge of administrative practices and procedures relevant to the workplace;
- a developing knowledge of work practices and policies of the relevant Shared Supported Accommodation (SSA);

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- basic numeracy, written and verbal communication skills relevant to the role;
 - at this level Employers are required to offer substantial on-the-job training.

Organisational relationships

- Work under the supervision and direction of the Team Leader.

Extent of authority

- Work outcomes are clearly monitored.
- Freedom to act is limited by standards and procedures.
- Solutions to problems are found in established procedures and instructions with assistance readily available. No scope for interpretation.

Level 2

Characteristics of the level

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.

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

Employees will be responsible for managing time, planning and organising their own work.

Employees who have completed an appropriate certificate in Disability, Aged Care, Community Services or Community Welfare that are relevant to the role 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.

Employees who have completed an appropriate diploma to work in the area of disability such as Community Services and Community Welfare 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.

Responsibilities

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

- 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;
- achieve outcomes which are clearly defined;
- respond to enquiries from clients, families, allied medical and health professionals, and other disability support services;

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- assist Team Leaders and Accommodation Managers with special projects;
 - perform elementary tasks within the SSA requiring knowledge of established work practices and procedures relevant to the work area;
 - deal appropriately with client personal information.
 - assist with administrative functions related to client's money and financial management of SSA funds as directed and following established procedures.
 - supervise SSA clients when attending activities and programs in the community as part of the delivery of disability services
 - support clients to develop skills and access activities and programmes under limited supervision either individually or as part of a team;
 - provide a wide range of personal care support to clients under limited supervision either individually or as part of a team;
 - contribute to 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;
 - responsible for the personal care of residents; and
 - assist in liaison and coordination with other services and programs as described in clause A.1.2

Requirements of the position

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

Skills, knowledge, experience, qualification and/or training

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

Prerequisites

- an appropriate certificate relevant to the work required to be performed such as: Disability, Aged Care; Community Services; or Community Welfare;
- may have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- appropriate on-the-job training and relevant experience; or

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- entry point for a diploma without experience.

Organisational relationships

- work under regular supervision;
- provide limited assistance to a limited number of lower classified Employees in defined circumstances.

Extent of authority

- work outcomes are monitored;
- operate within established guidelines;
- 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.

Level 3

Characteristics of this level

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

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.

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 particular work or projects they may undertake.

At this level, Employees may be required to guide lower classified staff in their day-to-day work. Employees may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. 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.

Responsibilities

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

- undertake responsibility for various activities in a specialised area relevant to the role;
- exercise responsibility for a discrete function within the organisation under general supervision;
- allow the scope for exercising initiative in the application of established work procedures;

-
- 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;
 - provide assistance to Team Leaders and Managers as directed;
 - perform duties of a specialised nature under direction of more senior personnel;
 - Taking overall responsibility for the personal care of residents; assisting in training and coordinating and supervising other Employees and scheduling programs; and assisting in liaison and coordination with other services and programs as in subclauses A.2.2.

Requirements of the job

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

Skills, knowledge, experience, qualifications and/or training

- thorough knowledge of work activities performed within the workplace;
- sound knowledge of procedural/operational methods of the workplace;
- may utilise limited professional or specialised knowledge;
- working knowledge of statutory requirements relevant to the workplace;
- ability to apply computing concepts.

Prerequisites

- Degree in disability or related discipline with no experience; or
- Advanced Diploma in Disability with 12 months experience; or
- Certificate IV in Disability with 12 months experience;

Organisational relationships

- works under general supervision;
- operate as member of a team;

Extent of authority

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

Level 4 – Team Leader

Characteristics of this level

A person employed as a Team Leader will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are established.

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

The Team Leader position involves a range of work functions which could contain a substantial component of supervision. Team Leaders may also be required to provide specialist expertise or advice. Work at this level requires a sound knowledge of operational policy or service aspects of disability work performed within the SSA

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.

Team Leaders will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

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

- undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- 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;
- 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 allocated budget;
- exercise responsibility for various functions within the SSA
- provide assistance on grant applications including basic research or collection of data and relevant client information;
- undertake a range of activities associated service delivery;

Team Leaders may undertake the following:

- liaise with other professionals at a technical/professional level;
- discuss techniques, procedures and/or results with clients on straight forward matters;
- lead a team within a specialised project;
- carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- Taking overall responsibility for the personal care of residents; assisting in training and coordinating and supervising other Employees and scheduling programs; and assisting in liaison and coordination with other services and programs as in subclauses A.3.2

Requirements of the position

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

Skills, knowledge, experience, qualifications and/or training

- knowledge of statutory requirements relevant to work;
- knowledge of organisational programs, policies and activities;
- sound discipline knowledge gained through experience, training or education;
- knowledge of the role of the organisation and its structure and service;
- an understanding of the underlying principles in the discipline support for people with an intellectual disability and related and relevant areas.

Prerequisites

- Degree in disability or related discipline with two years of relevant experience;
- Advanced Diploma in Disability or related discipline and two years relevant experience;
- Certificate IV in Disability with two years relevant experience;
- lesser formal qualifications with substantial years of relevant experience; or
- attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.

Organisational relationships

- works under general direction;
- supervises other staff and/or volunteers or works in a specialised field.

Extent of authority

- required to set outcomes within defined constraints;
- freedom to act governed by clear objectives and within allocated budget and may involve the contribution of knowledge in establishing procedures where there are no defined established practices;
- solutions to problems generally found in precedents, guidelines or instructions;
- Accommodation Manager is available to provide assistance.

SCHEDULE B – CLASSIFICATION APPOINTMENT AND PROGRESSION CRITERIA

Criteria for Initial Appointment	Criteria for Progression
LEVEL 1	
Pay Point 1 <ul style="list-style-type: none"> no qualifications no industry experience Pay Point 2 <ul style="list-style-type: none"> no qualifications up to 6 months industry experience Pay Point 3 <ul style="list-style-type: none"> no qualifications 6-12 months industry experience 	<p>Progress to next pay point upon completion of the relevant period of industry experience (full time Employees) or on completion of 988 hours industry experience (part time Employees).</p> <p>Progression to Level 2 is upon completion of appropriate certificate or diploma and 12 full time equivalent months industry experience (1976 hours).</p>
LEVEL 2	
Pay Point 1 <ul style="list-style-type: none"> Certificate (as identified by SJGA) relevant to work to be performed. Pay Point 2 <ul style="list-style-type: none"> Diploma without experience; or Certificate IV in Disability without experience. Pay Point 3 <ul style="list-style-type: none"> Relevant Diploma or Certificate IV and 12 full time equivalent months industry experience (1976 hours). Pay point 4 <ul style="list-style-type: none"> Relevant Diploma or Certificate IV and more than 2 years full time equivalent industry experience (3952 hours). 	<p>Once appointed to a Pay Point at this Level, Employees may progress:</p> <ol style="list-style-type: none"> to the specified pay point upon completion of the required qualification; or to the next pay point upon completion of 12 full time equivalent months satisfactory service (1976 hours). <p>Employees at this Level may progress directly to Level 3 at the appropriate paypoint, provided that they:</p> <ol style="list-style-type: none"> complete the required 3 or 4 year degree; or completed the required Certificate or Diploma and have completed the necessary period of satisfactory service; and have the necessary expertise and/or experience to undertake a specialised area of responsibility
LEVEL 3	
Pay Point 1 <ul style="list-style-type: none"> Relevant Certificate (as identified by SJGA) or Certificate IV and substantial (ie: more than 3 years) industry experience. Pay Point 2 <ul style="list-style-type: none"> Relevant Diploma (as identified by SJGA) and substantial (ie: more than 3 years) relevant industry experience. Pay Point 3	<p>Once appointed to a Pay Point at this Level, Employees may progress:</p> <ol style="list-style-type: none"> to the specified pay point upon completion of the required qualification; or to the next pay point upon completion of 12 full time equivalent months satisfactory service (1976 hours). <p>Progression to Level 4 will be upon appointment to Team Leader.</p>

<ul style="list-style-type: none"> – Entry level for graduates with a relevant 3 year Degree <p>Pay Point 4</p> <ul style="list-style-type: none"> – Entry level for graduates with a relevant 4 year Degree. 	
LEVEL 4	
<p>Pay Point 1</p> <ul style="list-style-type: none"> – Relevant Certificate and substantial relevant industry experience <p>Pay Point 2</p> <ul style="list-style-type: none"> – Relevant Diploma and substantial relevant industry experience <p>Pay Point 3</p> <ul style="list-style-type: none"> – 3 year Degree with two years relevant industry experience <p>Pay Point 4</p> <ul style="list-style-type: none"> – 4 year Degree with one years' relevant industry experience 	<p>Once appointed to a Pay Point at this Level, Employees may progress:</p> <ul style="list-style-type: none"> a. to the specified pay point upon completion of the required qualification; or b. to the next pay point upon completion of 12 full time equivalent months satisfactory service (1976 hours).

SCHEDULE C – WAGES SCHEDULE

Classification	Wage Rates Per Hour (to apply from the first full pay period on or after the nominated date)			
	Current Rate	1 July 2018	1 July 2019	1 July 2020
		2.50%	2%	2%
Level 1.1	\$19.91	\$20.41	\$20.82	\$21.23
Level 1.2	\$20.58	\$21.09	\$21.52	\$21.95
Level 1.3	\$21.31	\$21.84	\$22.28	\$22.73
Level 2.1	\$24.56	\$25.17	\$25.68	\$26.19
Level 2.2	\$25.33	\$25.96	\$26.48	\$27.01
Level 2.3	\$26.10	\$26.75	\$27.29	\$27.83
Level 2.4	\$26.79	\$27.46	\$28.01	\$28.57
Level 3.1	\$27.63	\$28.32	\$28.89	\$29.46
Level 3.2	\$28.04	\$28.74	\$29.32	\$29.90
Level 3.3	\$28.64	\$29.36	\$29.94	\$30.54
Level 3.4	\$29.23	\$29.96	\$30.56	\$31.17
Level 4.1	\$31.03	\$31.81	\$32.44	\$33.09
Level 4.2	\$31.84	\$32.64	\$33.29	\$33.95
Level 4.3	\$32.66	\$33.48	\$34.15	\$34.83
Level 4.4	\$33.39	\$34.22	\$34.91	\$35.61

* increases in July 2018, 2019 and 2020 show increases of 2.5%, 2% and 2%, which will be the minimum increases applied. The FWC Annual Wage Review percentage increase will be applied instead if it is greater than the amount for that year. The ERO adjustments in December 2018, 2019 and 2020 will depend on the size of the July increases, and will be made to rates of pay as required.

FIRST AID ALLOWANCE (FAA)

Rates apply from the first full pay period on or after the specified date.

current	1 July 2018	1 July 2019	1 July 2020
\$0.47	\$0.48	\$0.49	\$0.50

SLEEPOVER ALLOWANCE

Rates apply from the first full pay period on or after the specified date.

current	1 July 2018	1 July 2019	1 July 2020
\$84.59	\$86.70	\$88.44	\$90.21


SCHEDULE D - LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

- Name of Employer
- Employee's classification, increment and job title
- Their mode of employment
- Fortnightly hours will be XXX and for part-timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with the roster.
- Date of commencement.

SIGNATORIES


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

 CEO Anthony Hollander
SIGNATURE PRINT NAME AND TITLE

Address: 108-130 Diamond Creek Road
Greensborough Vic 3088

Date 29/5/2017

I am authorised to sign this Agreement on behalf of MARILLAC Ltd.

 CEO

Arman Hovhann

SIGNATURE PRINT NAME AND TITLE

Address: 108-130 Diamond Creek Road
Greensborough VIC 3088

Date 29/5/2017

I am authorised to sign this Agreement on behalf of the HACSU

PH HEALEY A SEC.

SIGNATURE PRINT NAME AND TITLE

Address: 7 Grattan Street
Carlton South VIC 3053

Date 29/5/18

I am authorised to sign this Agreement on behalf of the HWU



SIGNATURE

Lee Atkinson (Senior Vice President)

PRINT NAME AND TITLE

Address: Level 5, 222 Kings Way
South Melbourne

Date 30/5/2018

I am authorised to sign this Agreement as a Nominated Representative



SIGNATURE

Anthony Sellar (Accommodation Team)
Leader

PRINT NAME AND TITLE

Address:

Date 31/5/18

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.

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- (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).

Dear Commissioner Gregory

**St John of God Accord Residential Services Enterprise Agreement 2018
(AG2018/2346)**

Written undertakings under section 190 of the *Fair Work Act 2009*

St John of God Accord hereby undertakes the following in relation to the *St John of God Accord Residential Services Enterprise Agreement 2018*:

1. St John of God Accord (the Employer) undertakes not to allow employees to take a period of long service leave at half the leave and double the ordinary pay during the life of this Agreement.
2. St John of God Accord undertakes to ensure that where a casual employee only works on a Sunday (rather than working on both Saturday and Sunday) the employee will receive the composite rate of 200% as reflected at Clause 26 – Saturday and Sunday work of the Social, Community, Home Care and Disability Services Industry Award 2010. This rate will be in substitution for and not cumulative on the casual loading prescribed in the Agreement.
3. St John of God Accord undertakes to ensure that if an employee is required to commence their shift prior to 6.00am they shall be paid the applicable night shift penalty for this shift.
4. St John of God Accord undertakes to ensure that if an employee finishes a shift after 12:00am they will receive the applicable night shift penalty of 15% as reflected in Clause 43 – Shift Work Allowance sub clause (d) (ii).
5. St John of God Accord undertakes to ensure that if an employee finishes a shift between 10.00pm and 12.00am they will receive the applicable afternoon shift penalty of 12.5% as reflected in Clause 43 – Shift Work Allowance sub clause (d) (i).
6. St John of God Accord undertakes to ensure that if an employee is required to work beyond 10 hours per day they will receive the applicable overtime rates reflected in Clause 41 – Overtime of the Agreement.
7. In addition, the Employer undertakes to ensure that if a full time employee is required to work in addition to their rostered ordinary hours on any day they will receive the applicable overtime rates reflected in Clause 41 – Overtime of the Agreement.



8. St John of God Accord undertakes to ensure that if an employee is required to work a broken shift that all work performed beyond the maximum span of 12 hours they will be paid at double time and the employee will receive a minimum break of 10 hours between broken shifts rostered on successive days.
9. St John of God Accord undertakes payment for a broken shift will be at ordinary pay with penalty rates and shift allowance in accordance with Clause 43 – Shift Work, Undertaking 4 and 5, with shift allowances being determined by the finishing time of the broken shift.
10. St John of God Accord undertakes to pay a top up payment which will leave the employee better off, for all work necessarily undertaken by an employee up to a total of one hour duration where the rates contained at sub-clauses 25.7 (d) and (e) of the Social, Community, Home Care and Disability Services Industry Award 2010, as varied from time to time, exceeds the Sleepover Allowance prescribed in Wages – Schedule C of the Agreement.
11. In addition, St John of God Accord also undertakes that on any occasion when an employee is entitled to a sleepover allowance under the relevant provisions in the Agreement, the employee may request to be provided with the calculations demonstrating that they are in fact better off under the terms of the Agreement compared with the relevant terms contained in the underlying Award."

Signed for and on behalf of the employer

A handwritten signature in blue ink that reads "Eve Dawson".

Eve Dawson

Group Manager HR & Employee Relations

22 February 2019