



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St John of God Outreach Services

(AG2024/2765)

ST JOHN OF GOD ACCORD RESIDENTIAL SERVICES ENTERPRISE AGREEMENT

2024

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 22 AUGUST 2024

Application for approval of the St John of God Accord Residential Services Enterprise Agreement 2024.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Accord Residential Services Enterprise Agreement 2024* (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. 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. The undertakings are taken to be a term of 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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] I note that the Notice of Employee Representational Rights (NERR) was not provided in the correct form. The NERR contained a different title for the Agreement to the one noted above. However, I am satisfied that this constitutes a minor procedural or technical error, that the employees were not likely to have been disadvantaged by the error, and the error may be disregarded pursuant to s.188(2) of the Act.

[5] I observe that clause 22(h) of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 8 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Health Services Union Victoria No 1 Branch, trading as the Health Workers Union (HWU) and the Health Services Union of Australia No 2 Branch trading as Health and Community Services Union both 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, will operate from 29 August 2024. The nominal expiry date of the Agreement is 31 March 2027.



COMMISSIONER

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THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2765

Applicant: **St John of God Outreach Services**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Nicholas Olds, Employee and Industrial Relations Manager, have the authority given to me by St John of God Outreach Services to give the following undertakings with respect to the St John of God Accord Residential Services Enterprise Agreement 2024 ("the Agreement"):

1. The Employer provides an undertaking confirming its commitment that if the requirement to perform training outside of regular work hours, as referenced in Clause 15(d), causes an employee to exceed the time worked thresholds defined in Clauses 41(a), 41(c), and 41(d), the employee will be entitled to receive the associated overtime penalties for those hours.
2. Clause 35(a) of the Agreement provides a meal allowance. The Employer undertakes to provide a meal allowance of \$16.20 and will ensure it maintains this allowance at or above the equivalent Award rate for the life of the agreement.
3. Clause 35(e)(f) and Schedule C of the Agreement provide a first aid allowance. The Employer undertakes to provide a first aid allowance of \$0.52 per ordinary hour worked and will ensure it maintains this allowance at or above the equivalent Award rate for the life of the Agreement.
4. Clause 48 and Schedule C of the Agreement provides an on-call allowance. The Employer undertakes to provide an on-call allowance of \$23.67 (Mon-Fri) and \$46.87 (other / public holidays) and will ensure it maintains these allowances at or above the equivalent Award rate for the life of the Agreement.
5. Clause 52 and Schedule C of the Agreement provides a broken shift allowance. The Employer undertakes to provide a broken shift allowance of \$20.12 (1 unpaid break) and \$26.63 (2 unpaid breaks) and will ensure it maintains these allowances at or above the Award rate for the life of the Agreement.
6. The Employer undertakes to ensure that employees, other than casual employees, will be free from duty for not less than two full days in each week or four full days in each

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fortnight or eight full days in each 4 week cycle. Where practicable, days off will be consecutive.

7. The Employer undertakes to provide full and part-time employees with a roster as part of their contract / letter of appointment. This roster will outline shifts / days, start times, and end times of shifts. In cases where changes to this roster become necessary after commencement of employment, the Employer will adhere to the 'Roster Changes' provisions outlined in Clause 46 of the Agreement.
8. The Employer undertakes to ensure that, in addition to the provisions reflected at Clause 40 – Meal Intervals of the Agreement, if an employee is required to work, rather than remain available, during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
9. The Employer undertakes that the entitlement in Clause 40(b) is intended to apply in the circumstances described by clause 27.1(c) of the Award – that is where the employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program.
10. The Employer undertakes, in addition to the provisions reflected at Clause 40 – Meal Intervals of the Agreement, to adopt the following provisions for tea breaks:
 - a. Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and employee.
 - b. Tea breaks will count as time worked.
11. The Employer undertakes to apply the Award provisions contained at Clause 25.5(f) in cases of client cancellations. However Clause 10 -Change to Regular Roster or Ordinary Hours of Work, of the Agreement will apply instead of the Award's consultation clause when consulting about changes to rosters or hours of work regarding when the make-up time is to be worked in the event of a client cancellation.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 19 August 2024

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



ST JOHN OF GOD ACCORD

RESIDENTIAL SERVICES

ENTERPRISE AGREEMENT

2024

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 2024* (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. 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 and 201(2) 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 in Victoria 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 2027.

6. REPLACEMENT

- (a) This Agreement cancels and replaces:
 - (i) the *St John of God Accord Residential Services Enterprise Agreement 2018*.
- (b) Notwithstanding the Date and Period of Operation, this Agreement shall continue to operate until it is terminated, 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 nominal expiry date.

7. DEFINITIONS

For the purposes of this Agreement:

- (a) "Award" means the *Social, Community, Home care and Disability Services Industry Award 2010* as amended from time to time.
- (b) "the Act" shall mean the *Fair Work Act 2009*, or any successor, as amended.

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- (c) "Base Pay Rate" means the rate of pay payable to the Employee for their ordinary hours of work, but not including any of the following:
- i. incentive-based payments and bonuses;
 - ii. loadings;
 - iii. monetary allowances;
 - iv. overtime or penalty rates;
 - v. any other separately identifiable amounts.
- (d) "Casual Employee" means an employee engaged on an hourly basis with no guarantee of continued or additional employment and as defined by section 15A of the Act.
- (e) "Employee" means an Employee of St John of God Outreach Services, trading as St John of God Accord ("SJGA").
- (f) "Employer" means St John of God Outreach Services (ABN: 36 064 831 965) trading as St John of God Accord ("SJGA").
- (g) "Excursion" means camp stay, excursion, holiday, however described that involves an overnight stay away from the supported person's usual home. It does not include a normal sleepover shift performed at a group home.
- (h) "Full Rate of Pay" The full rate of pay, is the Employee's base rate plus any relevant loadings, monetary allowances, overtime or penalty rates. For all employees, including casual employees, their full rate of pay is worked out as if the Employee had worked the hours in the period for which the Employee was rostered.
- (i) "FWC" means the Fair Work Commission or successor.
- (j) "HACSU" means the Health and Community Services Union (an operating name of the Health Services Union of Australia Victorian No 2 Branch).
- (k) "HWU" means the Health Workers Union (an operating name of the Health Services Union Victoria No. 1 Branch).
- (l) "Immediate Family" of an Employee means:
- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - iii. "Child" includes an adopted child, stepchild, ex-nuptial child or adult child.
 - iv. "spouse" includes a former spouse.
 - v. "de facto partner" of an Employee:

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1. means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (regardless of gender); and
 2. includes a former de facto partner of the Employee.
- (m) “NES” means the National Employment Standards as contained in the Act.
- (n) Service and Continuous Service are defined by section 22 of the Act.
- (o) “Union” means HACSU, and HWU.

8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

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

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.

Major Change

- (c) In the event that the Employer has made a proposal to introduce a major change that is likely to have significant effects on Employee(s), as soon as practicable 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. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (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.

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- (g) At any stage of the consultation process an affected Employee may elect to involve a representative of their choice (which may include a HWU or HACSU official) and the Employer may elect to involve a representative of its choice.

Change to Regular Roster or Ordinary Hours of Work

- (h) If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (i) If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee(s) advise the Employer of the identity of the representative the Employer must recognise the representative.
- (j) 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
 - iv. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (k) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (l) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

11. WAGE INCREASES

- (a) During the term of this Agreement, wage increases will be reviewed by the Employer in July each year to take into account increases to the Award.
- (b) Wages will be increased as follows:
 - 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:
 - 1. 1 July 2024 – 2.5%;

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2. 1 July 2025 – 2%;
 3. 1 July 2026 – 2%.
- (c) The Employer commits to maintaining the minimum rates of pay within the Award. If the Employee's wage rate in Schedule C falls below the Award rate, the Award rate will apply. The Award rate for the purposes of this subclause means the minimum rate of pay for the Employee's Award classification adjusted to include the relevant percentage increases as required under the Social, Community and Disability Services Industry Equal Remuneration Order 2012.
 - (d) 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.
 - (e) The wage increases referred to in subclause (b) of this Clause shall apply to Employee's base rate of pay.
 - (f) Any further wage increase shall be at the absolute discretion of the Employer.
 - (g) Employees have been classified in accordance with the Award structure as per Schedule B of this Agreement.
 - (h) The allowances listed in Schedule C of this Agreement will be adjusted in accordance with the percentage increases applied in this Agreement. The FWC Annual Wage Review percentage increase will be applied instead if it is greater than the percentage applied in this Agreement for that year.

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) A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause. Where the Employee chooses another Employee to act as their representative they will be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable them to represent the Employee concerning matters pertaining to the dispute.

Obligations

- (c) 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.
- (d) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with the situation in existence prior to the grievance/dispute arising, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their 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.

- (e) 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

- (f) 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.
- (g) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).
- (h) 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

- (i) 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 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 their response to the Employer's 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 their 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 the 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. Verbally counsel the Employee with a file note of 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;

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- 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
 - vi. Terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Act)
 - (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 subclause (k)(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, Clause 12 (Dispute Resolution Procedure) 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 promptly.
- (b) The Employer encourages the employee to respectfully and privately raise the issue directly with the Employee who the concern relates to, in the first instance. Many problems can be resolved quickly and informally by speaking directly with the Employee concerned. This provides an opportunity to have an open, informal and objective approach to understanding and addressing the problem.
- (c) When a problem or issue cannot be resolved by the method described in subclause (b) above, Employees are encouraged to raise issues with their immediate supervisor in accordance with the SJGHC Resolving and Problem at Work Process. This process describes the information that should be supplied to progress a formal complaints process.
- (d) All complaints will be dealt with in a confidential manner and no Employee will be penalised for raising a complaint in good faith.
- (e) 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.
- (f) Another Employee or union representative may attend with an Employee in any formal complaints meetings that are held. It will be necessary to confirm details of who is supporting the Employee in advance of any meeting.

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- (g) All meetings and outcomes will be documented and a copy of the outcomes given to the Employee. A copy of the outcomes will be placed on the Employees personnel file.
- (h) 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.
 - 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 about 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 Employee & Industrial Relations for review.
- (i) The decision resulting from subclause (h) (vi) and (vii) above will be the final decision subject to subclauses 14(j) or 14(k) or 14(l).
- (j) If an Employee has a complaint related to bullying, discrimination or harassment the organisation will implement an informal or formal investigation process in line with the legislated requirements.
- (k) This clause does not preclude an Employee from making a claim within the jurisdiction of a relevant statutory court, tribunal, authority or commission.
- (l) This clause does not preclude an Employee raising an issue under Clause 12 (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 Employee's direct line manager.

Mandatory Training

- (b) Mandatory training will include:

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- i. Medication Administration
 - ii. Manual Handling
 - iii. First Aid training (which includes Cardiopulmonary resuscitation CPR)
 - iv. Introduction to Positive Behaviour support

Induction Training

- (c) All Employees will participate in an Orientation and Induction program which will include:
 - i. Face to face programs
 - ii. Online competency based assessments
 - iii. Site specific induction programs
- (d) The cost of mandatory and induction training will be covered by the Employer. Employees who complete this training during their regular work hours will be paid at their full rate of pay. If the training includes preparatory work that cannot reasonably be completed during regular work hours, the Employer will compensate the Employee at the base pay rate for a duration determined by the Employer based on the estimated time needed to complete this training.

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) When an Employee's scheduled training begins less than one hour after their shift ends, necessitating their early departure, their absence from the shift will be backfilled.

Professional Development Training

- (g) In addition to the above 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.

Study Leave

- (h) 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 calendar year (non-cumulative) 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 the base pay rate 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

- (i) 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

- (j) 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

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

Training Not to Disadvantage

- (l) 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

- (m) 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.
- (n) 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.
- (o) Employees rostered to work a sleepover, finishing on the morning a full training day begins, are only required to complete the previous evening component of the sleepover shift prior to training and are not required to perform any duty on the morning of the training.
- (p) 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 sleepover 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 its 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 3 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).

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- (d) This leave will be paid at the base pay rate.
 - (e) 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

- (f) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, HWU and HACSU shall be permitted to attend and address the new Employees, at the Employer's new starter orientation sessions for up to 15 minutes each up to a combined total of 30 minutes.

Other Workplace Delegate Rights

- (g) Workplace delegates are entitled to reasonable communication with current members and persons eligible to be members about their industrial interests. To represent those interests, they are also entitled to reasonable:
 - i. access to the workplace and workplace facilities
 - ii. access to paid time during normal working hours, for the purposes of related training as per Clause 16 (c) above.
- (h) the Employer will not:
 - i. unreasonably fail or refuse to deal with the workplace delegate
 - ii. knowingly or recklessly make a false or misleading representation to the workplace delegate
 - iii. unreasonably hinder, obstruct or prevent the exercise of the workplace delegate's rights under the Act or this Agreement.

17. REDUNDANCY

Definitions

- (a) Redundancy occurs where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (b) Weeks' Pay means the base pay rate for the Employee concerned. Provided that such rate shall exclude:
 - i. Overtime;
 - ii. Penalty rates;
 - iii. Disability allowances;

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- 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

- (c) 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

- (d) Where an Employee is transferred to lower paid duties for reasons set out in subclause (a) the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their 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 base rate of pay and the new lower base rate of pay for the number of weeks' notice still owing.

Severance Pay

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

Years of Service:	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	12 weeks pay
7 years and less than 8 years	14 weeks pay
8 years and less than 9 years	16 weeks pay
9 years and less than 10 years	18 weeks pay
10 years 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

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- (f) An Employee whose employment is terminated for reasons set out in subclause (a) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they 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

- (g) Where the Employer obtains other acceptable employment for the Employee, the Employer may apply to the FWC for an order that no severance payment is payable, or that a reduced amount of severance is payable.

Time off Period of Notice

- (h) 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.
- (i) 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 they shall not receive payment for the time absent.
- (j) For this purpose a statutory declaration will be sufficient.

Employees Exempted

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

Transfer of Business

- (l) The provisions of this clause are not applicable where there is a 'transfer of employment' (as defined in s 22(7) of the Act) from the Employer to a new employer if the following applies::
- i. the Employee accepts employment with the new employer which recognises the period of continuous service which the Employee had with the Employer to be continuous service of the Employee with the new employer; or
 - ii. the Employee rejects an offer of employment with the new employer (but had the Employee accepted the offer of employment there would have been a 'transfer of employment'):
 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 Employer; and
 2. which recognises the period of continuous service which the Employee had with the Employer to be continuous service of the Employee with the new employer.

Redundancy Process

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- (m) 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 Employees likely to be affected; and
 - iii. period over which any proposed redundancies are intended to be carried out.
- (n) During discussions taking place in accordance with this clause the Employer will, as early as possible after a proposal has been made, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects 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.
- (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 full rate of pay 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.

Transfer of Business

- (h) Where there has been a transfer of employment, as set out in Clause 17 (Redundancy), the period of continuous service that the Employee had with any old employer is deemed to be service with the Employer 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:
 - i. HESTA, established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - ii. any other complying fund nominated by the Employee.
- (c) Where the Employee has made no nomination of a complying superannuation fund within 28 days from commencement of employment, the default fund for the Employer's statutory contributions will be 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

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- (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/carer's leave and the Employer paid parental leave referred to in Clause 20 (b)(iii).

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 unpaid 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:
- 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 birth-related or adoption leave shall be entitled to 14 weeks paid birth-related or adoption leave which may be taken at half pay over twenty eight 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 base pay rate prior to proceeding on leave.

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- 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).
 - vi. On all Employer paid parental leave referred to in subclause (b)(iii) above the Employee will be paid the applicable superannuation amount according to the Superannuation Guarantee (Administration) Act or Superannuation Guarantee Charges Act or successor legislation. For clarity superannuation will not be paid on the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled),

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.

Casual Employees

- (d) Casual Employees who have completed 12 months of service are entitled to the provisions of this clause except the paid parental leave provided to permanent employees under subclause (b) above.
- (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:
 - 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:

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- 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 subclause (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 1/30th 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 His 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:
 - 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 / Carer's 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;

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- 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 their employment not covered by subclause (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 subclauses (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 subclauses (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 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:
- i. at the same time as payment would have been made if the Employee had remained on duty;
 - ii. 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.
 - 1. 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.

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2. The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee taking double the leave at half pay, prior to the request by the Employee being finalised.
 3. Agreement shall not be unreasonably withheld in relation to an Employee's request.
- (m) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which they are entitled, the Employee shall subject to the provisions of subclause (b)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
- (n) Where any long service leave accrues to an Employee pursuant to Clause 21(b)(iii) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (o) Where an increase occurs in the base pay rate 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

- (p) 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.
- (q) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- (r) 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.
- (s) 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 this subclause, the Employer may direct the Employee to take long service leave at the particular time by giving the Employee three months written notice.
- (t) 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

- (u) 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

- (v) For the purposes of this clause 'pay' means base pay rate as per Clause 7(c).

22. PERSONAL / CARER'S LEAVE

Entitlement

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- (a) An Employee is entitled to the following amount of paid personal / carers leave:
- i. A full-time Employee shall accrue paid personal/carer's 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 / carer's leave on a pro-rata basis of the full-time Employee's entitlement.
- (b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) All periods of sickness shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. 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 (the evidence referred to in subclause (c) above) on not more than three occasions in any one year of service.
- (e) Each Employee shall notify their Employer of an absence from work due to illness or injury prior to the commencement of their 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) Personal / carer's leave entitlements which have not been taken at the completion of the year shall accumulate.

Carers Leave

- (g) 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 / carer's leave entitlement, provided for in clause (a), for such absences. Such leave may be taken in whole days or part days as required.
- (h) 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.
- (i) 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.

Unpaid Carer's Leave

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- (j) Where an Employee has exhausted all paid personal / carer's leave entitlements, they are entitled to take unpaid personal / carer's leave to provide care or support for members of their 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 subclauses (h) and (i) are met.

Casual Employees

- (k) 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.
- (l) 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 subclauses (h) and (i) are met, to care for members of their immediate family or household who are ill/ injured and require care or support or who require care due to an unexpected emergency.
- (m) For the avoidance of doubt, casual Employees who are not available to attend work due to personal injury or sickness or for the reasons set out in subclause (k) above, are not entitled to payment for the period of work they are not available to attend.

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 their personal / carer's leave credit under this Agreement.

24. COMPASSIONATE LEAVE

- (a) An Employee is entitled to a period of up to 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 their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies ; or
 - iv. has a stillbirth.
- (b) in addition an Employee is entitled to compassionate leave when
- i. the Employee or the Employee's current spouse or de facto partner has a miscarriage.
- (c) 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.

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- (d) 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.
 - (e) 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.
 - (f) If an Employee (other than a casual Employee) takes compassionate leave during a period, the Employer must pay the Employee their full rate of pay for that period.
 - (g) 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 12 (Dispute Resolution Procedure).
 - (h) 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 12 (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 their wages the Employee 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).

Underpayment

- (d) Where an underpayment occurs for wages in the current pay period the Employer will attempt to correct the underpayment by the Friday of the pay week. The Employer will correct underpayments no later than the pay immediately following the date on which the Employer discovers or is advised that the error occurred. This clause will not apply where:
 - i. the underpayment is due to an error or omission by the Employee; or
 - ii. the underpayment requires extensive investigation, in this instance the Employer will discuss with the Employee, and their representative, an appropriate timeframe to address the underpayment.

Overpayment

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- (e) Where an overpayment has been made to an Employee, the Employer must write to the Employee to set out the reason for the overpayment and the amount overpaid, the Employee will repay the amount by cheque, electronic funds transfer (EFT) or payroll deduction either in full or through scheduled payroll deductions or via scheduled amounts via EFT as agreed by the Employer and the Employee in writing. Agreement will not be unreasonably withheld.

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 entire 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 (this can be organised via Australian Red Cross). The Employer and Employee will mutually agree on a suitable time to for the Employee to attend.

29. ANNUAL LEAVE

(a) Amount of Leave

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

(b) Accrual of Leave

- i. 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.

(c) Taking Paid Annual Leave

- i. Paid annual leave may be taken for a period agreed between an Employee and the Employer.
- ii. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- iii. If requested the Employer shall pay each Employee in advance before commencement of the Employee's annual leave their base pay rate for the leave period plus the loading on annual leave as prescribed in (f) below.

(d) **Employee Not Taken to Be on Paid Annual Leave at Certain Times**

- i. 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.
- ii. 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.

(e) **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 base pay rate for the Employee's ordinary hours of work in the period plus the applicable leave loading amount.
- ii. 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.

(f) **Annual Leave Loading**

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

(g) **Excessive Leave Accruals**

- i. Excess leave is leave that is 2 times the Employee's annual entitlement referred to in subclause (a) above.
- ii. If an employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(h) **Excessive Leave Accruals: Direction by Employer That Leave Be Taken**

- i. If the Employer has genuinely tried to reach agreement with an employee under subclause (g)(ii) above but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- ii. The Employer will not unreasonably refuse leave periods nominated by Employees when determining the time for the taking of such leave.
- iii. However, a direction by the Employer under subclause (h)(i) above:

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1. is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
 2. must not require the Employee to take any period of paid annual leave of less than one week; and
 3. must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 4. must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- iv. The Employee must take paid annual leave in accordance with a direction under subclause (h)(i) that is in effect.
- v. An Employee to whom a direction has been given under subclause (h)(i) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause (h)(v) may result in the direction ceasing to have effect. See subclause (h)(iii)(1).

Note 2: Under section 88(2) of the Act, the Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

(i) **Excessive Leave Accruals: Request by Employee for Leave**

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

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- 4. be inconsistent with any leave arrangement agreed by the Employer and Employee.
 - iv. An Employee is not entitled to request by a notice under subclause (i)(i) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker) in any period of 12 months.
 - v. The Employer must grant paid annual leave requested by a notice under subclause (i)(i).
- (j) **Annual Leave in Advance**
- i. The Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
 - ii. An agreement must:
 - 1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - 2. be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
 - iii. The Employer must keep a copy of any agreement under this clause as an Employee record.
 - iv. If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- (k) **Continuous Service**
- i. For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - 1. any paid leave taken therein;
 - 2. 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;
 - 3. any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
 - 4. any absence on account of leave granted, imposed or agreed to by the Employer;
 - 5. any absence on any other account not involving termination of employment.
 - ii. In calculating a year of employment any absence of a kind mentioned in subclause (k)(i) (1),(2) or (3) above hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in subclause (k)(i) (4) and (5) 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.

(l) Illness During Annual Leave

- i. 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 is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) However, the Employer may request an Employee to work on a public holiday if the request is reasonable
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - ii. the request is not reasonable; or
 - iii. the refusal is reasonable.
- (d) In determining whether a request or a refusal of a request to work on a public holiday is reasonable, the following must be taken into account:
 - i. the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

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- ii. the Employee's personal circumstances, including family responsibilities;
 - iii. whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - iv. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - v. the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - vi. the amount of notice in advance of the public holiday given by the Employer when making the request;
 - vii. in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
 - viii. any other relevant matter.
- (e) An Employee shall be entitled to the following public holidays:
- i. New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as appointed in the State of Victoria:
- ii. Australia Day, Anzac Day,
 - iii. King's Birthday, Eight Hours Day or Labour Day; and
 - iv. Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
 - v. such other days as are appointed or declared as Public Holidays in the State of Victoria.

Holidays in Lieu

- (f) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (g) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (h) 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.
- (i) For clarity:

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- i. where a public holiday falls on a Saturday or Sunday, and in connection with this occurrence, an additional public holiday is declared in the State of Victoria, both days are public holidays for the purposes of this Agreement; and.
 - ii. where it is declared in the State of Victoria that a day appointed as a public holiday be substituted with another day, that substituted day will be observed as the public holiday.

Substitution of Public Holidays by Agreement at the Enterprise

- (j) An Employee may request to substitute another day for a day that would otherwise be a public holiday. The requested day will be substituted if the Employer agrees to the Employee's request. This agreement shall be recorded in writing.

Payment for Time Worked on a Public Holiday

- (k) 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.
- (l) 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.
- (m) 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.
- (n) Where a substitute public holiday referenced in 31(j) above differs from the public holiday (as declared in the State of Victoria) the Employee may elect on which day they receive the public holiday rate of pay.
- (o) 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 their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the full rate of pay the Employee would have received had they not been on Jury Service.
- (b) An Employee shall notify their Employer as soon as possible of the date upon which they are 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) An Employee 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 AND DOMESTIC VIOLENCE SUPPORT

- (a) The Employer will exercise compassion, flexibility and confidentiality in considering requests from Employees who are seeking support during a situation of family and/or domestic violence.

Definitions

- (b) For the purposes of this clause, family and domestic violence leave means violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- (c) For the purposes of this clause, a family member/close relative is a person who is a member of the Employee's immediate family; or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Access to Leave

- (d) Employees in this situation will be able to apply to access their accrued leave, including personal leave, and other forms of paid leave, or leave without pay as necessary.
- (e) Employees will be able to access free independent counselling assistance, and may apply for additional financial assistance through the St John of God Health Care Employees Facing Hardship Policy.
- (f) All Employees, including casuals, will be able to access up to 10 days paid family and domestic violence leave per annum. This paid leave entitlement is available in full at the start of each twelve (12) month period of the Employee's employment, is non-cumulative and paid at the Employee's full rate of pay for the hours they would have worked had they not taken the leave.
- (g) All Employees, including casuals, will also be able access up to 5 days of unpaid family and domestic violence leave per annum. This unpaid leave entitlement is available in full at the start of each twelve (12) month period of the Employee's employment and does not accumulate from year to year.
- (h) Family and domestic violence leave can be taken in periods of single or multiple days, or any separate periods to which the Employer and Employee agree, including periods of less than one day.
- (i) Unpaid family and domestic violence leave does not break an Employee's period of continuous service but does not count as service when calculating accumulated entitlements such as paid leave.

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- (j) An Employee may take family and domestic violence leave if the Employee is experiencing family and domestic violence; and the Employee needs to do something to deal with the impact of the family and domestic violence; and it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work, which could include:
- i. Making arrangements for their safety, or safety of a close relative (including relocation);
 - ii. Attending to legal proceedings or court hearings;
 - iii. Accessing police services; or
 - iv. Attend counselling or appointments with medical practitioners or a social worker.

Confidentiality

- (k) The Employer must take steps to ensure information concerning any notice an Employee has given under this clause is treated confidentially, as far as it is reasonably practicable to do so. Noting that nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Notice and Evidence Requirements

- (l) An Employee must give the Employer notice of the taking of leave, under this clause, as soon as practicable (which may be a time after the leave has started) and advise the period, or expected period of the leave.
- (m) Where an Employee wishes to access an entitlement under this clause, 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, a district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

Flexible Work Practices

- (n) Employees can also make a request to the Employer for flexible work practices. Flexible work practices may include but are not limited to:
- i. changes to the Employee's span of hours or pattern or hours and/or shift patterns;
 - ii. job redesign or changes to duties;
 - iii. relocation to suitable employment within the organisation;
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work.

35. ALLOWANCES

Meal Allowance

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- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$15.20 in addition to any overtime payment as follows:
 - i. when the overtime work on any shift exceeds one hour; and
 - ii. provided that where such overtime work exceeds four hours a further meal allowance of \$15.20 will be paid.
 - (b) Clause (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 increases applied to the meal allowance within the Award.

First Aid Allowance

- (d) A First aid allowance will be paid to all Employees holding a First Aid certificate for ordinary hours worked.

First Aid Allowance - Full-Time Employees

- (e) An hourly first aid allowance as per Schedule C – Wages 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 subclause (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) 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).
- (i) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- (j) 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.
- (k) 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.

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

36. ACCIDENT MAKE UP PAY

- (a) An Employee upon sustaining an injury for which they claim to be entitled to receive accident pay shall give notice in writing of any said injury to their 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 Employer's 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 Employee's pre-salary packaging cash salary.

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- (d) Should changes occur in tax laws or practice such that the Employer incurs a cost or expense under or in respect of salary packaging agreements, such agreements cease to apply on the Employer giving one month's notice.
 - (e) 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. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - i. the Agreement deals with 1 or more of the following matters:
 - 1. arrangements about when work is performed;
 - 2. overtime rates;
 - 3. penalty rates;
 - 4. allowances;
 - 5. leave loading; and
 - ii. the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause (a)(i); and
 - iii. the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the Employer and Employee; and
 - iii. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - iv. includes details of:
 - 1. the terms of the enterprise agreement that will be varied by the arrangement; and

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- 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 their employment as a result of the arrangement; and
 - v. states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the Employer and Employee agree in writing – at any time

39. TYPES OF EMPLOYMENT AND HOURS OF WORK

- (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 employment as per Schedule D of this Agreement, and in particular, whether they are to be full-time, part-time or casual.

Ordinary Hours of Work

- (c) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
- i. in a week of five days in shifts not exceeding ten hours each; or
 - ii. in a fortnight of 76 hours in 10 shifts not exceeding ten hours each; or
 - iii. in a four week period of 152 hours to be worked as 19 shifts not exceeding ten hours each, subject to practicality.
- (d) The commencement and conclusion dates of the week, fortnight or the 4 week working periods under subclause (c) above are determined by the Employer, based on the specific start and end dates of the pay cycle. Employees will be notified of these dates at the outset of their employment agreement. Furthermore, should there be any modifications to the pay cycle, employees and their representatives will be actively engaged in consultations to discuss such changes.

Full Time Employment

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

Part Time Employment

- (f) The Employer may employ part time Employees in any classification in this Agreement.
- (g) A part time Employee is a person who has reasonably predictable hours of work and works less than full time hours as per subclause (e) and receives, on a pro rata basis, equivalent pay and conditions to those of full time Employees who do the same work.
- (h) 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

- (i) A casual Employee is one who is engaged in relieving work or work of a casual nature with no guarantee of continuing and indefinite work according to an agreed pattern of work and whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party.
- (j) 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.
- (k) 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 Saturday an amount equal to 1.75 times 1/38th of the weekly base pay rate applicable to the Employee's classification;
 - ii. a casual Employee shall be paid for each hour worked from midnight Saturday to midnight Sunday an amount equal to 2.25 times 1/38th of the weekly base pay rate applicable to the Employee's classification;
 - iii. a casual Employee shall be paid for each hour worked on a public holiday 2.75 times 1/38th of the weekly base pay rate appropriate to the Employee's classification.
- (l) 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).
- (m) The provisions of Clauses – 17 (Redundancy), 18 (Termination of Employment), 29 (Annual Leave), 22 (Paid Personal / Carer's Leave), 20 (Parental Leave), 31 (Public Holidays) shall not apply to casual Employees, other than as specifically prescribed under this Agreement.

Minimum Shift Length

- (n) 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 shift length. In the event an Employee is required to attend a team meeting or training session only on a calendar day, rather than a rostered support shift, the minimum shift length, and therefore minimum payment, will be 2 hours.

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 their base pay rate.

41. OVERTIME

Full Time Employees

- (a) A full time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:
 - i. time and a half for the first 2 hours and double time thereafter for overtime worked except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half; 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 subclause (a)(i) will apply (i.e. the Employee will be paid for the overtime).
- (b) These extra rates in subclause (a)(i) above will be in substitution for and not cumulative upon the shift loading prescribed in Clause 43 Shift Work Allowance.

Part Time and Casual Employees

- (c) All time worked by part time or casual employees in excess of 38 hours per week, 76 hours per fortnight or 152 hours per 4 week period will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
 - i. The commencement and conclusion dates of the week, fortnight or the 4 week pay periods are determined as per clause 39 (d).
 - ii. Where time worked exceeds 38 hours per week or 76 hours per fortnight or 152 hours per 4 week period the associated overtime penalty rate will be allocated to the final days / hours of the relevant week / fortnight / 4 week period.
- (d) All time worked by part time or casual employees which exceeds 10 hours per calendar day, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (e) These extra rates in subclause (c) above will be in substitution for and not cumulative upon the shift loading prescribed in Clause 43 (Shift Work Allowance)

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- (f) Casual employees will receive an entitlement to a casual loading, which will be applied to their base rate of pay for any overtime hours worked. This is in addition to the overtime rates described above.

Rest Period After Overtime

- (g) 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.
- (h) 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).
- (i) 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 they have been given 24 hours off duty. For the purpose of this clause a period of work which includes a sleepover as described in Clause 44 (Sleepover and Excursions) shall be deemed to be one consecutive period of ordinary duty.

Recall to Work Overtime

- (j) 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

- (k) 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 subclause 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 as per Clause 35 (a), (b) and (c).

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

43. SHIFT WORK ALLOWANCE

Shift Work Definitions

- (a) **Morning shift** means any shift that commences on or after 6.00am and finishes before or at 6.00pm

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- (b) **Afternoon shift** means any shift that finishes after 6:00pm and at or before 12:00 am
 - (c) **Night shift** means any shift that commences on or after 10:00pm or finishes after 12:00am or commences before 6:00am.

Shift Work Penalties and Allowances

- (d) Subject to Clause 41(b) and 41(e), in addition to any other rates prescribed in this Agreement an Employee who works rostered hours of ordinary duty:
 - i. on an afternoon shift shall be paid a shift allowance at the rate of 12.5% of the base pay rate applied to the Employee's classification for each hour worked during this shift; and
 - ii. on a night shift shall be paid the night duty penalty of 15% of the base pay rate applied to the Employee's classification for each hour worked during this shift.

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 at least eight hours and up to nine 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;
 - iv. at some reasonably convenient place a bathroom, toilet and 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 allowance of \$95.44 for each night on which they sleep over.
- (e) The sleepover allowance will increase each year of this Agreement as per Schedule C.
- (f) The sleepover allowance 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. The Employer will pay a top up payment, where the rates contained at 25.7(d) and (e) of the Award exceed the sleepover allowance prescribed in Schedule C – Wages. The top up payment will be at such a rate so that the Employee will be better off compared to the Award and the Employee may request a schedule of calculations to demonstrate that the Employee is better off compared to the Award.
- (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.

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- (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. This action may include rostering an active night shift.
 - (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 subclause (d) above will be in addition to the minimum payment prescribed by this subclause.
 - (j) Work performed immediately before and immediately after the sleepover period (the work referred to in subclause (i) above) is considered to be a single consecutive shift / period of duty.
 - (k) Work performed immediately before and/or immediately after the sleepover period (the work referred to in subclause (i) above) is not considered part of a broken shift.
 - (l) No sleepover period shall commence prior to 10pm.

Excursions

- (m) 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 base pay rate for 10 hours work and any other penalty payments that may have been applicable except for overtime as per subclause (r) below.
- (n) Every Employee accompanying a client/s on holiday will receive the nightly sleepover allowance for all nights away from their home.
- (o) For the duration of the camp meals, travel and accommodation will be provided for the Employee.
- (p) If the Employee is not provided meals, travel and accommodation, the Employer shall reimburse the Employee for all reasonable expenses in accordance with the SJGHC Group Finance - Travel and Related Expenditure Procedure. In order to claim a reimbursement of monies spent on meals and accommodation, an Employee shall be required to provide receipts for monies spent on meals, travel and accommodation to the Employer.
- (q) Unless agreed between the Employer and Employee concerned, the Employee shall not be entitled to any further payments.
- (r) Any time worked under this clause shall not be taken into account for the purposes of Clause 39 (Types of Employment and Hours of Work) and Clause 41 (Overtime).
- (s) 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 lieu for a camp stay of four or more days in duration.

A day time in lieu for the purpose of this subclause would be 7.6 hours. This time in lieu is compensation for the excursion including when the Employee might work overtime.

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 at the full rate of pay for the cancelled shift as if the Employee had worked that shift.
- (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) above "suitable alternative shift" in relation to a casual Employee shall mean any shift the Employer has offered the casual Employee and in relation to a part-time or full-time Employee shall mean any shift added to the part-time and full-time Employee's ordinary or regular rostered weekly hours of duty.

46. ROSTER PROVISIONS

- (a) Rosters should be developed to meet the support needs and maximise opportunities for supported persons. Rosters for individual Employees should be developed with consideration for personal preferences and family responsibilities of Employees, but ultimately rosters must meet the needs of the supported persons.
- (b) Roster development needs to ensure that resources are managed and allocated appropriately.
- (c) Disability Support Workers are employed by the Employer and allocated to work in the Accommodation (SIL) and Short Term Accommodation & Assistance (STAA) service delivery areas. The Employer may change work locations and roster arrangements for Employees within these service delivery areas in response to operational requirements. In doing so, the Employer will ensure the provisions within this clause are complied with.

Roster Change(s)

- (d) Employees may appoint a representative for the purposes of the procedures in this clause, the Employer must recognise the representative if appointed. The Employee must advise the Employer of the identity of the representative.
- (e) The Employer will provide the Employee, and at the same time notify the Union via email, with at least 28 days' notice prior to the commencement of any proposed changes to the regular roster or ordinary hours of an Employee. Where possible, longer notice should be provided. However, a roster may be changed at any time and without notice to the Union, in the below instances:
 - i. if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer; or

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- ii. to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness, or in an emergency.
 - iii. This clause will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.
 - (f) The Employer must consult with any Employees affected by the proposed change and their representatives (if any). This consultation process should provide a genuine opportunity for all parties to give their views about the impact of the proposed change
 - (g) For the purposes of the consultation the Employer must provide to the relevant Employees (and their representative, if any):
 - 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 Employees; and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (h) The Employer must 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).
 - (i) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees (and their representative, if any). Noting that the full de-identified roster is not considered confidential or commercially sensitive and can be provided to Employees and representatives.
 - (j) The Employer must give prompt and genuine consideration to matters raised about the change by Employees (and their representative, if any) and provide a response to specific issues raised with the view to taking appropriate steps to mitigate the impact of the proposed change(s). All parties will make every effort to ensure that issues raised in consultation relating to this clause are dealt with in a timely manner.
 - (k) If a roster change significantly affects a whole team, consultation regarding change to the working roster should occur at an Accommodation Team Meeting, with all rostered and impacted Employees where possible and any appointed representative such as the Union. At the start of the meeting, the manager or relevant senior representative must ensure that Employees understand the roster review process, including the roles and responsibilities of all participants.
 - (l) Minor changes to rosters (for example a simple shift swap between two Employees with no impact on the working roster) may require only individual consultation with affected Employees.
 - (m) Employees rostered at the workplace who are on extended leave or on secondment will be invited to participate in the roster review consultation process if practicable.

Finalising Working Roster Changes

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- (n) A roster must be approved by the relevant manager or relevant senior representative before being posted or provided to Employees.
 - (o) The relevant manager or relevant senior representative will send the proposed roster to relevant Employees at least 14 days before the roster commencement date. The proposed roster must include a commencement date for the roster.
 - (p) At the end of the consultation period the new or altered roster will be posted by the Employer to come into operation no less than 14 days after the date of posting. The new working roster should be accessible on the Employer's electronic data recording system to any Employee and/or printed for display at the workplace.
 - (q) Where there is a dispute or grievance about the change in roster, the Agreement dispute resolution process shall be used within 7 days, of posting of the proposed new or altered roster.

Vacant Shifts / Hours

- (r) Vacant hours on the roster need to be assessed by the team leader, manager or relevant senior representative to determine whether there is an ongoing requirement for these hours, giving consideration to the supported person's needs and the core roster.
- (s) In some circumstances, it may be preferable to not fill vacant hours with a new Employee (absorb the hours) and increase the hours of existing part time Employees. Access to available vacant hours for part time employees is not an automatic entitlement and requires approval from the relevant manager or relevant senior representative.
- (t) Vacant hours will not be absorbed if the remaining roster line is not viable. An unviable roster line is one that is unlikely to be filled by an Employee because it is:
 - i. Low in hours; or
 - ii. Inequitable in pattern (for example all 7:00am to 10:00am shifts); or
 - iii. Inequitable in penalty/allowance payments (for example minimal sleepover or weekend shifts compared to other roster lines at that work site).
- (u) The relevant manager or relevant senior representative is responsible for initiating recruitment when a roster line becomes vacant or after the roster review process has been completed.

Rostering Principles

- (v) For the purposes of these principles, any shift that finishes the day after it commences, including a sleepover shift, shall be deemed to be one shift. Within accommodation and short-term accommodation best practice rostering principles include:
 - i. Allocated time for employee supervision;
 - ii. Allocated time for team meetings;
 - iii. Reasonable allocation for Team Leader administration time;

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- iv. Sleepovers of no more than a 21 hour span, inclusive of the time rostered for sleeping, this span of hours does not include the Team meeting allocated time;
 - v. Shifts of 10 hour span or less;
 - vi. Broken shifts spanning no more than 12 hours, from the commencement time of the am shift to the finish time of the pm shift;
 - vii. Minimum shift length of 3 hours for direct support and minimum shift length of 2 hours for engagement for training or attendance at meetings;
 - viii. No more than three sleepovers in a row; and
 - ix. One full weekend off per four week roster cycle. This does not include the am component of a Friday night sleepover as long as it finishes prior to 12 noon and also the pm component of a Sunday sleepover shift that commences at 4pm or after.

47. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

- (a) 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) and any successor legislation.

48. ONCALL ALLOWANCE

- (a) An Employee required by the Employer to be on call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will be paid an allowance of:
 - i. \$22.81 for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
 - ii. \$45.17 in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.
- (b) The rates will be increased in accordance with the yearly increases that are applied to the wages schedule (Schedule C).

49. SPECIAL DISASTER LEAVE

- (a) Subject to operational requirements, Employees will be permitted to leave work where there is a declared natural disaster (e.g. flooding or bushfires) which:
 - i. Poses as genuine threat to an Employee's property; or
 - ii. Creates a need for an Employee to care for a member of their household; or
 - iii. Possess a genuine threat to an Employee gaining access to their home (e.g. road closures).
- (b) Where as a result of a declared natural disaster:
 - i. Employees are stood down as the facility or department is wholly or partly closed;

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- ii. Employees are personally affected by a disaster and require leave to manage their personal losses or situation (e.g. cleaning up a flooded home, repairing a missing roof etc.); or
 - iii. Employees that are rostered, and are unable to travel to work (e.g. an Employee is stranded at their property as all roads are inaccessible);

Permanent Employees may make an application for paid Special Disaster leave. This leave is not an automatic entitlement and is subject to operational requirements and approval by the Chief Executive Officer. In determining approval, the degree of impact, loss and hardship for the Employee and their family will be taken into account.

- (c) In circumstances where paid Special Disaster Leave is either not approved, not applicable or where Employees require further leave, Employees will be permitted to access their paid leave entitlements (e.g. Annual Leave, Personal/Carer's Leave, Long Service Leave).
- (d) Applications for leave without pay will also be considered should the Employee's paid leave entitlements be exhausted. Employees may access this leave under the usual requirements for the type of leave being sought.

50. REMOTE WORK

- (a) This clause applies where an employee is required by the Employer to perform remote work.
- (b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, the Employer that is:
 - i. not part of their ordinary hours of work.
 - ii. not additional hours worked by a part-time Employee up to the thresholds defined in clause 41 (c) and (d) or overtime contiguous with a rostered shift; and
 - iii. not required to be performed at a designated workplace.
- (c) Minimum payments for remote work
 - i. Where an Employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - a) where the Employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;
 - b) where the Employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;
 - c) where the Employee is not on call—a minimum payment of one hour's pay;
 - d) where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.
 - ii. Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.

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- iii. Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (d) Rates of pay for remote work
- i. Remote work will be paid at the Employee's base pay rate unless one of the following exceptions applies:
 - a) Remote work performed outside the span of 6am to 8pm will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or, in the case of casual employees, at 175% of the minimum hourly rate for the first two hours and 225% of the minimum hourly rate thereafter;
 - b) Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 41(a)(i) ;
 - c) Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or in the case of casual Employees, 175% of the minimum hourly rate for the first 2 hours and 225% of the minimum hourly rate thereafter;
 - d) Remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual Employees, 175% of the minimum hourly rate;
 - e) Remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual Employees, 225% of the minimum hourly rate;
 - f) Remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual Employees, 275% of the minimum hourly rate.
 - ii. The rates of pay in clause 50(d)(i) above are in substitution for and not cumulative upon the rates prescribed in Clauses 42 (Saturday and Sunday Work) , 41 (Overtime), 43 (Shift Work Allowance) and 31 (Public holidays) .
- (e) Other requirements
- i. An Employee who performs remote work must maintain and provide to the Employer a time sheet or other record acceptable to the employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the remote work is performed.
- (f) Miscellaneous provisions

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- i. In this clause, the term 'minimum hourly rate' means the hourly rates prescribed by Schedule C.
 - ii. Where remote work is performed, the minimum payments at Clause 39 (n) do not apply.
 - iii. The performance of remote work will not count as work or overtime for the purpose of the following clauses:
 - a) Clause 46 (v)(xi) — Rostering Principles;
 - b) Clause 41 — Rest period after overtime;
 - c) Clause 41 — Rest break during overtime.

51. CLOTHING AND EQUIPMENT

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

Laundering of Clothing Other Than Uniforms

- (e) If during any day or shift, the clothing of an Employee (other than a uniform) is soiled in the course of the performance of their duties, the Employee will be paid a laundry allowance of \$0.32 cents per shift (to be increased in accordance with the yearly increases that are applied to the same allowances within the Award) provided that:
 - i. As soon as reasonably practicable the Employee provides notice of the soiling and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and

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- ii. At the time the clothing was soiled, the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer in accordance with clause 51 (d).

Repair and Replacement of Clothing Other Than Uniforms

- (f) If the clothing of an employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the Employer must reimburse the Employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:
 - i. As soon as reasonably practicable the Employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
 - ii. At the time the clothing was soiled or damaged the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the employer in accordance with clause 51 (d) ; and
 - iii. The damage or soiling of an Employee's clothes is not caused by the negligence of the Employee.
- (g) This clause will not apply where an employee is permitted or required to wear a uniform supplied by the Employer or is otherwise entitled to any payment under clause 51 (Clothing and Equipment).

52. BROKEN SHIFTS

- (a) Broken shift with 1 unpaid break
 - i. The Employer may only roster an Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
 - ii. An Employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in 52(h).
- (b) Agreement to work a broken shift with 2 unpaid breaks
 - i. Despite clause 52(a), the Employer and an Employee may agree that the Employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).
 - ii. An agreement under clause 52(b)(i) must be made before each occasion that the Employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work.
 - iii. An Employee who works a broken shift with 2 unpaid breaks must be paid the allowance in clause 52(i)
- (c) Where a break in work falls within a minimum payment period in accordance with clause 39(n) then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 52(a)(i) or clause 52(b)(i).

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- (d) Payment for a broken shift will be at the base pay rate with weekend, overtime and public holiday penalty rates to be paid in accordance with Clauses 42 (Saturday and Sunday Work) , 41 (Overtime) and 31 (Public holidays).
 - (e) An Employee must be paid the shift allowances in accordance with Clause 43 (Shift Work Allowance) in relation to work performed on a broken shift, provided that:
 - i. The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift or night shift (as defined by Clause 43 (Shift Work Allowance))
 - ii. The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.

Example: If an Employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

- (f) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (g) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

Broken Shift Allowance

- (h) An Employee required to work a broken shift with 1 unpaid break in accordance with clause 52 (a) will be paid an allowance of \$19.39 per broken shift.
- (i) An Employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 52 (b) will be paid an allowance of \$25.67 per broken shift.
- (j) The rates will be increased in accordance with the yearly increases that are applied to the wages schedule (Schedule C).

53. EMERGENCY SERVICES LEAVE

- (a) Employees are entitled to be absent from work in order to engage in an eligible emergency services activity.
- (b) Reasonable periods of travelling and rest time relating to these activities are also allowable.
- (c) Emergency Services Leave is unpaid.
- (d) An eligible emergency management activity would be dealing with an emergency or natural disaster as a member of a recognised emergency management body (e.g., Country Fire Authority, Red Cross, State Emergency Service etc)
- (e) Employees will notify their manager of the need to take Emergency Services Leave as soon as is practicable. This may be after the absence has started in the event of an emergency.

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- (f) Following completion of the Emergency Service, Statements of Service which confirm attendance and service and which are provided by the court or emergency management body should be provided by the Employee.

54. REASONABLE ADDITIONAL HOURS

- (a) The Employer must not request or require an Employee to work more than the following number of hours in a week unless the additional hours are reasonable:
 - i. for a full-time employee, 38 hours;
 - ii. for an Employee who is not a full-time employee, the lesser of: 38 hours; and the employee's ordinary hours of work in a week.
- (b) An Employee may refuse to work additional hours beyond those referred to in (a), if the additional hours are unreasonable.
- (c) In determining whether additional hours are reasonable or unreasonable for the purposes of this clause, the following must be taken into account:
 - i. any risk to Employee health and safety from working the additional hours;
 - ii. the Employee's personal circumstances, including family responsibilities;
 - iii. the needs of the workplace or enterprise in which the Employee is employed;
 - iv. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - v. any notice given by the Employer of any request or requirement to work the additional hours;
 - vi. any notice given by the Employee of their intention to refuse to work the additional hours;
 - vii. the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - viii. the nature of the Employee's role, and the Employee's level of responsibility;
 - ix. whether the additional hours are in accordance with an agreed averaging arrangement as between the Employer and Employee per clause 39(c).

55. CLOSEDOWN

- (a) Where the Employer temporarily closes a site over the Easter and Christmas/New Year period, an employee may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.
- (b) The period of the closedown may be up to a maximum duration of 5 days and will include Easter Sunday or Christmas or New Year's Day.

-
- (c) Employees will be provided with a minimum 2 weeks' notice in writing of the intention to close the area and the dates on which it will be closed.
 - (d) An Employee will access their accrued leave to cover the period of closedown, provided that an employee may request as an alternative:
 - i. to continue working during the period, in which case the Employer will use its best endeavours to identify and offer alternative work in another area of SJG Accord within the same geographic area within a reasonable travel distance subject to operational considerations; or
 - ii. to take another form of paid leave, or leave without pay; or
 - iii. to take annual leave in advance where they have no other form of paid leave available to them.

56. EMPLOYMENT SCREENING AND MANDATORY CERTIFICATIONS

- (a) The Employee shall undergo all necessary employment screening as required by the Employer, in accordance with the Employer's policies and legal requirements, including NDIS Clearances and Working with Children Checks. The costs associated with such screening procedures shall be the responsibility of the Employee.
- (b) The Employee shall successfully complete and maintain all mandatory certifications as required by the Employer, in accordance with the Employer's policies and legal requirements, including First Aid and cardiopulmonary resuscitation (CPR). In the event that a mandatory certification expires due to reasons not attributable to the Employer, Employees will not be rostered for shifts, nor will they be compensated for any resulting missed shifts. They will remain off the work roster until they present evidence of certification renewal to the Employer.

57. CASUAL CONVERSION

- (a) The Employer must make an offer to convert an employee's casual employment to permanent employment if the Employee:
 - i. has been employed by the Employer for a period of 12 months beginning the day the employment started; and
 - ii. has worked a regular pattern of hours on an ongoing basis for at least the last 6 months; and
 - iii. the Employee could continue to work as a full-time employee or a part-time employee (as the case may be) without significant changes.
- (b) The offer must:
 - i. be in writing; and
 - ii. be an offer for the employee to convert:
 - 1. for an employee that has worked the equivalent of full-time hours during the period referred to in subclause (57)(a)(ii) to full-time employment; or

-
- 2. for an employee that has worked less than the equivalent of full-time hours during the period referred to in subclause (57)(a)(ii) to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - iii. be given to the Employee within the period of 21 days after the end of the 12 month period referred to in subclause (57)(a)(i).
 - (c) Note: If an offer is accepted, the conversion to full-time employment or part-time employment has effect for all purposes, as per Fair Work Act 2009 (Cth), s 66K.
 - (d) If the Employer decides not to offer casual conversion to an employee, the Employer needs to write to the Employee within 21 days after the Employee's 12 month employment anniversary referred to in subclause (a)(i) above, informing them:
 - i. that the Employer is not making an offer of casual conversion;
 - ii. the reasons for not making the offer.
 - (e) Valid reasons for not making an offer are:
 - i. the Employee has not worked a regular pattern of hours:
 - 1. on an ongoing basis for at least the last 6 months;
 - 2. which they could continue working as a full-time or part-time employee without significant changes.
 - ii. the Employer has reasonable grounds for not making an offer.
 - (f) An Employee is entitled to make a request to the Employer to convert their casual employment to permanent employment if the Employee:
 - i. has been employed by the Employer for a period of 12 months beginning the day the employment started; and
 - ii. has worked a regular pattern of hours on an ongoing basis for at least the last 6 months; and
 - iii. the Employee could continue to work as a full-time employee or a part-time employee (as the case may be) without significant changes.
 - iv. During the 6 months prior to the request the Employee has not:
 - 1. refused an offer of casual conversion;
 - 2. been informed by the Employer that it has decided not to offer casual conversion as per subclause (d) above;
 - 3. made a request for casual conversion that was refused on reasonable business grounds.
 - (g) The request must:

-
- i. be in writing to the Employer.

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 residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services. The minimum rate of pay for Employees engaged in these responsibilities is level 1 pay point 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

- developing knowledge of the workplace function and operation;
- basic knowledge of administrative practices and procedures relevant to the workplace;

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- a developing knowledge of work practices and policies of the relevant Shared Supported Accommodation (SSA);
 - 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;
 - 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
 - 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

- Entry level for graduates with a relevant three year degree that undertake the work related to the responsibilities under this level – pay point 3;
- Entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level – pay point 4;
- relevant diploma with relevant experience; or
- relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

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 - no qualifications - no industry experience Pay Point 2 - no qualifications - up to 6 months industry experience or performing full range of domestic duties as per Schedule A Pay Point 3 - no qualifications 6-12 months industry experience	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). Progression to Level 2 is upon completion of appropriate certificate or diploma and 12 full time equivalent months industry experience (1976 hours).
LEVEL 2	
Pay Point 1 - Certificate (as identified by SJGA) relevant to work to be performed. Pay Point 2 - Diploma without experience; or - Certificate IV in Disability without experience. Pay Point 3 - Relevant Diploma or Certificate IV and 12 full time equivalent months industry experience (1976 hours). Pay point 4 - Relevant Diploma or Certificate IV and more than 2 years full time equivalent industry experience (3952 hours).	Once appointed to a Pay Point at this Level, Employees may progress: - 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). Employees at this Level may progress directly to Level 3 at the appropriate pay point, provided that they: - 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 - Relevant Certificate (as identified by SJGA) or Certificate IV and substantial (ie: more than 3 years) industry experience. Pay Point 2 - Relevant Diploma (as identified by SJGA) and substantial (ie: more than 3 years) relevant industry experience.	Once appointed to a Pay Point at this Level, Employees may progress: - 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).

Pay Point 3 – Entry level for graduates with a relevant 3 year Degree Pay Point 4 – Entry level for graduates with a relevant 4 year Degree.	Progression to Level 4 will be upon appointment to Team Leader.
LEVEL 4	
Pay Point 1 – Relevant Certificate and substantial relevant industry experience Pay Point 2 – Relevant Diploma and substantial relevant industry experience Pay Point 3 – 3 year Degree with two years relevant industry experience Pay Point 4 – 4 year Degree with one years' relevant industry experience	Once appointed to a Pay Point at this Level, Employees may progress: 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-Jul-24	1-Jul-25	1-Jul-26
		2.50%	2.00%	2.00%
Level 1.1	\$24.49	\$25.10	\$25.61	\$26.12
Level 1.2	\$25.28	\$25.91	\$26.43	\$26.96
Level 1.3	\$26.18	\$26.84	\$27.38	\$27.92
Level 2.1	\$32.21	\$33.01	\$33.67	\$34.35
Level 2.2	\$33.22	\$34.05	\$34.73	\$35.42
Level 2.3	\$34.23	\$35.08	\$35.78	\$36.50
Level 2.4	\$35.14	\$36.02	\$36.74	\$37.47
Level 3.1	\$36.00	\$36.90	\$37.63	\$38.39
Level 3.2	\$37.03	\$37.96	\$38.72	\$39.49
Level 3.3	\$37.82	\$38.77	\$39.54	\$40.33
Level 3.4	\$38.60	\$39.56	\$40.36	\$41.16
Level 4.1	\$41.52	\$42.56	\$43.41	\$44.28
Level 4.2	\$42.60	\$43.67	\$44.54	\$45.43
Level 4.3	\$43.70	\$44.79	\$45.69	\$46.60
Level 4.4	\$44.68	\$45.79	\$46.71	\$47.64

FIRST AID ALLOWANCE (FAA)

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

current	1-Jul-24	1-Jul-25	1-Jul-26
\$0.50	\$0.51	\$0.52	\$0.53

SLEEPOVER ALLOWANCE

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

from first full pay after successful ballot	1-Jul-24	1-Jul-25	1-Jul-26

	\$95.43	\$97.83	\$99.78	\$101.78
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ON-CALL ALLOWANCE

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

	from first full pay after successful ballot	1-Jul-24	1-Jul-25	1-Jul-26
Mon-Fri	\$22.81	\$23.38	\$23.85	\$24.32
Other / Public Holiday	\$45.17	\$46.30	\$47.23	\$48.17

BROKEN SHIFT ALLOWANCE

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

	from first full pay after successful ballot	1-Jul-24	1-Jul-25	1-Jul-26
1 unpaid break	\$19.39	\$19.87	\$20.27	\$20.68
2 unpaid breaks	\$25.67	\$26.31	\$26.84	\$27.37

* increases in July 2024, 2025 and 2026 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.

SCHEDULE D - LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

- Name of Employer
- Employee's classification, pay point and job title
- Their mode of employment
- Contracted or guaranteed hours (for permanent and fixed term Employees) and for part-time caregivers that additional shifts may be added by mutual agreement. Shifts will be worked in accordance with the roster.
- Date of commencement.
- The start and finishing days of the pay cycle as per Clause 39 (d).

SIGNATORIES

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

Nina Pillage

Nina Pillage - Manager, Employee and Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street, Perth WA 6000

Date 22 / 7 / 2024

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

Kate Marshall

Kate Marshall - Assistant State Secretary

SIGNATURE

PRINT NAME AND TITLE

Address: 7 Grattan Street
Carlton, Victoria 3053

Date 18/07/2024

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

Diana Asmar

Diana Asmar - State Secretary

SIGNATURE

PRINT NAME AND TITLE

Address: 10/663 Victoria Street, Abbotsford Victoria 3067

Date 18 / 07 / 2024

I am authorised to sign this Agreement as a Nominated Representative

A Sellar

Anthony Sellar - Accommodation Team Leader

SIGNATURE

PRINT NAME AND TITLE

St. John of God Accord.

Address: 23 Lisheen Rd, Cockatoo, Vic. 3781.

Date 18 / 7 / 24

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2765

Applicant: **St John of God Outreach Services**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Nicholas Olds, Employee and Industrial Relations Manager, have the authority given to me by St John of God Outreach Services to give the following undertakings with respect to the St John of God Accord Residential Services Enterprise Agreement 2024 ("the Agreement"):

1. The Employer provides an undertaking confirming its commitment that if the requirement to perform training outside of regular work hours, as referenced in Clause 15(d), causes an employee to exceed the time worked thresholds defined in Clauses 41(a), 41(c), and 41(d), the employee will be entitled to receive the associated overtime penalties for those hours.
2. Clause 35(a) of the Agreement provides a meal allowance. The Employer undertakes to provide a meal allowance of \$16.20 and will ensure it maintains this allowance at or above the equivalent Award rate for the life of the agreement.
3. Clause 35(e)(f) and Schedule C of the Agreement provide a first aid allowance. The Employer undertakes to provide a first aid allowance of \$0.52 per ordinary hour worked and will ensure it maintains this allowance at or above the equivalent Award rate for the life of the Agreement.
4. Clause 48 and Schedule C of the Agreement provides an on-call allowance. The Employer undertakes to provide an on-call allowance of \$23.67 (Mon-Fri) and \$46.87 (other / public holidays) and will ensure it maintains these allowances at or above the equivalent Award rate for the life of the Agreement.
5. Clause 52 and Schedule C of the Agreement provides a broken shift allowance. The Employer undertakes to provide a broken shift allowance of \$20.12 (1 unpaid break) and \$26.63 (2 unpaid breaks) and will ensure it maintains these allowances at or above the Award rate for the life of the Agreement.
6. The Employer undertakes to ensure that employees, other than casual employees, will be free from duty for not less than two full days in each week or four full days in each

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Telephone: 1300 00 2226 Fax: (03)8468 1162 ABN 36 064 831 965

fortnight or eight full days in each 4 week cycle. Where practicable, days off will be consecutive.

7. The Employer undertakes to provide full and part-time employees with a roster as part of their contract / letter of appointment. This roster will outline shifts / days, start times, and end times of shifts. In cases where changes to this roster become necessary after commencement of employment, the Employer will adhere to the 'Roster Changes' provisions outlined in Clause 46 of the Agreement.
8. The Employer undertakes to ensure that, in addition to the provisions reflected at Clause 40 – Meal Intervals of the Agreement, if an employee is required to work, rather than remain available, during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
9. The Employer undertakes that the entitlement in Clause 40(b) is intended to apply in the circumstances described by clause 27.1(c) of the Award – that is where the employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program.
10. The Employer undertakes, in addition to the provisions reflected at Clause 40 – Meal Intervals of the Agreement, to adopt the following provisions for tea breaks:
 - a. Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and employee.
 - b. Tea breaks will count as time worked.
11. The Employer undertakes to apply the Award provisions contained at Clause 25.5(f) in cases of client cancellations. However Clause 10 -Change to Regular Roster or Ordinary Hours of Work, of the Agreement will apply instead of the Award's consultation clause when consulting about changes to rosters or hours of work regarding when the make-up time is to be worked in the event of a client cancellation.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 19 August 2024

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