

UNITINGCARE
GOULBURN NORTH EAST
COLLECTIVE AGREEMENT
2009

UNITINGCARE GOULBURN NORTH EAST COLLECTIVE AGREEMENT 2008

PART 1 AGREEMENT

1. Title

This agreement shall be known as the UnitingCare Goulburn North East Collective Agreement 2009. (Hereinafter referred to as “the Agreement”).

2. Arrangement

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3. Application & Parties

3.1. This agreement shall apply to:

3.1.1. UnitingCare Goulburn North East (hereinafter referred to as the Employer);
and

3.1.2. Employees of UnitingCare Goulburn North East; and

3.1.3. Excludes Trainees as defined by the Workplace Relations Act, Nurses, and the Chief Executive Officer.

4. Period of Operation

4.1. This Agreement has a nominal expiry date of 1 October 2012.

5. Preamble

It is the objective of the parties to this Agreement to work cooperatively to ensure that UnitingCare Goulburn North East is able to fulfil its mission while at the same time becoming an employer of choice and acting in ways consistent with the ethos of the Uniting Church in Australia. In doing so, this Agreement also reflects a commitment to ensuring that the employment practices of UnitingCare Goulburn North East are sustainable and financially responsible.

This agreement is intended to:

- Provide certainty for employees and the employer regarding terms and conditions of employment for the life of the agreement;
- Promote respect and cooperation between employees and the employer;
- Support a workplace culture which values professional and ethical conduct; and,
- Provide a work environment free of harassment/intimidation where all staff are treated with dignity and respect so that the delivery of services to clients is effective and efficient.

Furthermore, it is recognised that the range of programs and types of work undertaken by the organisation has expanded and is likely to continue to evolve. Therefore a further objective of this Agreement is to facilitate the employment of staff on terms and conditions appropriate to a wider range of roles than those covered by the previous Uniting Care Goulburn North East Certified Agreement 2005-2008.

PART 2 CONSULTATION

6. Change Management

6.1. When management proposes a 'significant change' to work organisation it must first consult with the affected employees about the need for change, the development of any necessary change process, and any specific change proposals.

6.2. The consultation process shall ensure that all relevant employees and any consultative committee shall be consulted prior to any final decision about whether change should proceed, and within a timeframe that provides a genuine opportunity for the affected employees to respond to the change proposals.

6.3. For the purposes of clause 6.1 "significant change" shall mean and include change in:

- the composition, operation or size of the employer's workforce / staff, including any change in the career structure, mode of employment or promotional opportunities available to staff;
- any change in the skills required;
- the elimination of or diminution of job opportunities;
- alteration to the hours of work;

- the need for retraining and/or transfer of staff to another work location;
- the restructuring of job/s and/or the contracting out of any particular service or activity currently performed by the employee.

6.4. Negotiation about implementing change

6.4.1. If a decision is taken to proceed with a change proposal the management must discuss the implementation of that change with the effected employees, particularly where the change is likely to have an impact on the work, conditions or career prospects of employees. The affected employees are entitled to representation in these negotiations.

6.4.2. Such discussions should include means of avoiding detrimental outcomes for affected employees and may involve an agreement related to relocation and/or retraining. Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in this agreement.

7. Dispute Resolution

7.1. Any dispute or grievance arising out of the operation of this agreement or generally within the organisation shall be dealt with in the following manner, without disruption to the provision of services or operations.

7.2. In the first instance, the employee will attempt to resolve the grievance through discussion with their supervisor. The employee is entitled to nominate a representative of their choice, which may include a member of the Australian Services Union, to be present during such discussions. The arrangement of a meeting under this clause will ordinarily take place within seven working days of notification of a dispute or grievance.

7.3. Should the dispute still remain unresolved, the employee (with the employee's nominated representative) shall confer with the Chief Executive Officer (or the appropriate nominee of the Board of Governance) with the objective of resolving the dispute or grievance within the organisation. These discussions will, where possible, take place within a further Seven (7) days or as soon as the parties can reasonably commence the discussions.

7.4. If the matter remains unresolved at this stage, it may be referred by either party to the Australian Industrial Relations Commission (AIRC) or its successor (such as the relevant arm of Fair Work Australia), (or to an agreed independent mediator, conciliator or arbitrator) for further mediation, conciliation and, if unresolved, arbitration, not less than one month after original notification of the dispute or grievance. The parties agree that the AIRC or independent arbitrator shall have all necessary powers to require any person or persons or documents to be produced that will assist in the resolution of these matters and to set out any procedural requirements for the determination of matters. The parties agree to comply with any procedural directions.

7.5. A decision made by the AIRC or independent arbitrator as a result of arbitration will be accepted by both parties subject, in the case of a decision by the AIRC, to either party exercising a right of appeal against the decision to a Full Bench of the AIRC.

7.6. Until the dispute or grievance is resolved, work must continue in accordance with the custom and practice in existence prior to notification of the dispute or grievance. Exceptions to this clause shall be:

7.6.1. in health and safety matters where existing conditions may place a party at risk,
or

7.6.2. where existing conditions may place either party under unreasonable duress pending resolution of the matter.

PART 3 EMPLOYMENT RELATIONSHIP

8. Types of Employment

At the time of engagement, an employer shall provide each employee with written advice of the terms of their employment which specifies whether they are full-time, part-time or casual, an outline of the duties of the position, details of hours and days of work, and pursuant to this Agreement, the classification and rate of pay of the position, and any other relevant details attaching to the employment arrangement.

8.1. Full-time employment

A full-time employee shall mean an employee who is engaged to work 38 hours of ordinary time per week in accordance with the provisions of clause 11 - Hours of work, and who shall be entitled to all the benefits of this Agreement.

8.2. Part-time employment

8.2.1. A part-time employee shall mean an employee who is engaged to work regular ordinary hours of less than 38 hours per week and shall be entitled to all the benefits of this Agreement on a pro rata basis. Any agreed variation to the regular pattern of work will be recorded in writing.

8.2.2. Provided that a part-time employee may agree in writing to be paid at an hourly rate equal to 1/38th of the appropriate weekly rate plus 25% of such hourly rate, without entitlement to sick leave or annual leave.

8.2.3. All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 24 - Overtime, of this Agreement.

8.2.4. A part-time employee may agree in writing to a temporary variation in ordinary hours.

8.3. Casual employment

8.3.1. A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature, or where rosters vary unpredictably, and does not include an employee who could properly be engaged as a full-time or part-time employee.

8.3.2. A casual employee shall be engaged for a minimum of two consecutive hours each shift, provided an employee may be engaged for a minimum of one hour where the employee initiates a request to do so and it is agreed by the employer.

8.3.3. A casual employee shall be paid for such hours worked at a rate equal of 1/38th of the appropriate weekly rate prescribed in clause 15, plus a loading of 25% for ordinary working hours without entitlement to sick leave or annual leave.

8.3.4. Caring responsibilities

Subject to the evidentiary and notice requirements in 31.5.1 and 31.5.2, casual employees are entitled to not be available to attend work, or to leave work:

8.3.4.1. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or upon the death in Australia of an immediate family or household member.

8.3.4.2. The employer and the 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, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

8.3.4.3. The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

9. Job Sharing

- 9.1. Job share is where two employees have equal or shared responsibility for one full-time role. The incumbents share the duties of the position by arrangements between themselves and UnitingCare Goulburn North East. The job share incumbents are employed under separate employment contracts.
- 9.2. An employee may initiate a request to reduce their hours of work to the level and work pattern of their choice by a job share arrangement.
- 9.3. Employees requesting job share are required to demonstrate the viability of the arrangements. Any entry into a job share agreement must meet the organisation's operational needs. All requests for job share will be considered by the organisation taking into account operational requirements, practicality and the employee's preferences. The outcome of the employee's request for job sharing must be given to requesting employee(s) in writing.
- 9.4. A request by an employee for a job share arrangement shall clearly indicate whether the job share is for a fixed period or permanent. Specifications of an agreed job share arrangement will be in writing and signed by an appropriate manager and the relevant job share incumbents.
- 9.5. Job share staff are contracted to work on particular days. Accordingly, holiday and leave entitlements accrue separately and there is no automatic entitlement to share benefits (for example dividing public holidays between job shares equally) unless agreed in writing by the participants.

10. Flexibility

10.1. UnitingCare Goulburn North East is committed to providing a work environment which assists employees to balance their work commitments with their personal life outside work. It is also recognised that our programs are focussed on the needs of people in the community who are often vulnerable and in urgent need of assistance, and that this may constrain the amount of flexibility available for fostering work life balance. This clause provides some guiding principles for making decisions around work life balance in relation to provisions prescribed throughout this Agreement

10.2. Requests for Flexible Working Arrangements

10.2.1. This Agreement makes provision for a number of options which are available for employees who wish to make flexible working arrangements to assist in accommodating an appropriate balance between work and personal life outside work.

10.2.2. Options available include:

- 10.2.2.1. Flexible Hours (clause 23);
- 10.2.2.2. Flexible arrangements on return from parental leave (clause 30);
- 10.2.2.3. Special Leave (clause 33); and

10.2.2.4. Leave Without Pay (clause 34);

10.2.3. Where an employee requests any of the above flexible arrangements, UnitingCare Goulburn North East will seriously consider the request, and subject to operational requirements, will not unreasonably withhold agreement. It is recognised that agreeing to such requests may require some reasonable accommodation and changes to usual arrangements to be made by the employer.

10.2.4. It is acknowledged by the parties that consideration of a request may lead to some negotiation and modification of the original proposal.

10.2.5. In general, requests for flexible arrangements may only be refused on grounds of operational requirements where it can be demonstrated that the proposal will lead to significant adverse consequences for the organisation such as:

- the burden of additional costs
- detrimental effect on the ability to meet customer demand
- inability to re-organise work among existing staff
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods the employee proposes to work, and
- planned structural changes.

10.2.6. An employee making a request for flexible arrangements may be required to provide a written proposal which:

10.2.6.1. Explains the effect they think it will have on the work of their area, and

10.2.6.2. Proposes how this may be accommodated by the work area.

PART 4 WAGES & PERFORMANCE

11. Wages & Wage Increases

This agreement provides for increases in salary and allowances as follows, subject to clause 12.1:

- 3% from the first full pay period on or after 1 October 2009
- 3% from the first full pay on or after 1 October 2010
- 3% from the first full on or after 1 October 2011
- Provided that where the safety net increase awarded by the Australian Fair Pay Commission or its successor is more than 3%, the higher increase will apply.

The rates of pay are set out in Schedule 1.

12. Mandatory Clause and Protected Award Conditions

12.1. Mandatory term about basic periodic rate of pay

For so long as an Employee is subject to this Agreement, the Employer will provide a basic periodic rate of pay that is at least equal to:

12.1.1. the basic periodic rate of pay that would have been applicable to the Employee under the Australian Fair Pay and Conditions Standard as it applies in Victoria if the Employee was not subject to an award or this Agreement;

12.1.2. if clause 12.1.1 does not apply and the Employee is:

12.1.2.1. under the age of 21;

12.1.2.2. qualified for a disability support pension or would be qualified but for paragraph 94(1)(e) or 95(1)(c) of the Social Security Act 1991 (Cth);

- 12.1.2.3. subject to a training arrangement, as defined in section 4 of the Workplace Relations Act 1996 (Cth), the amount calculated in accordance with regulation 21.2 in Part 21 of Chapter 2 of the Workplace Relations Regulations 2006 (Cth); or

if clauses 12.1.1 and 12.1.2 do not apply, the standard federal minimum wage.

12.2. Award Conditions

- 12.2.1.** This Agreement is intended to, on balance, preserve and enhance the overall standard of entitlements contained in the applicable awards as they applied immediately before registration of this Agreement, and to modify some award conditions consistent with this overall intention.

13. Classifications

13.1. Classification Structure

- 13.1.1.** The classification structure is set out in Schedule 2.

13.2. Incremental Progression

- 13.2.1.** Progression from one incremental point to the next within each class shall be dependent upon the following:

13.2.1.1. the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer; and

13.2.1.2. demonstrated competency and satisfactory service over a minimum period of twelve months at each level within the class; and

13.2.1.3. the meeting of established performance objectives as determined between the parties. This includes the satisfactory completion of required training modules as determined between the parties.

- 13.2.2.** An annual review will be undertaken by the employer for all full-time and part-time employees in order to assess the employee's progression within the class.

- 13.2.3.** In cases where the review is delayed, the anniversary date of the twelve month review shall not be changed and the increase if any will be paid retrospectively to the anniversary date

14. Professional Development & Performance Management

14.1. Training and professional development

- 14.1.1.** An employee shall be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of two hours in any week, with pro rata entitlements applying for part-time employees, without loss of pay to attend agreed training and professional development courses. Additional time without loss of pay may be granted at the discretion of the employer.

- 14.1.2.** Approval to attend such training and professional development is not automatic and in considering applications for study leave, priority will be given to applications which:

14.1.2.1. Relate to professional development priorities identified through the normal performance development process, and which have the support of the relevant supervisor;;

- 14.1.2.2. Proposed activities which are relevant to the current position held by the employee, or is relevant to the acquisition of broader skills which will assist the employee's career path;
- 14.1.2.3. Activity which will help to fill a skills gap in the workplace;
- 14.1.2.4. will assist the organisation to meet its commitment to supporting a diverse workforce
- 14.1.2.5. Address strategic requirements and skills needs of the organisation;
- 14.1.2.6. Which can be accommodated within budget;
- 14.1.2.7. Are consistent with equity of opportunity among staff.

15. Disciplinary Procedures

- 15.1. Where the employer has concerns about the work performance or conduct of an employee, other than a probationary or short term casual employee, the following disciplinary procedure will apply.
- 15.2. The staff member shall be advised of the alleged poor work performance or misconduct, that those concerns will be dealt with in accordance with these procedures, and that a possible outcome could be a disciplinary sanction such as termination of employment. The staff member shall be provided with the opportunity to respond to any such allegations at a disciplinary meeting with the relevant manager(s). A staff member subject to disciplinary proceedings may be assisted or represented in any disciplinary meeting by a support person of the employee's choice from the workplace such as a colleague, or by a union representative.
- 15.3. The staff member shall be treated at all times in accordance with the principles of natural justice. These principles include:
 - 15.3.1. the right to a fair hearing including adequate notice of what is alleged and a reasonable opportunity to respond to allegations, and
 - 15.3.2. the right to an unbiased process of judgement.
- 15.4. Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- 15.5. If the concerns are not adequately addressed at the initial disciplinary meeting, a warning may be issued. The management representative shall notify the employee of the reason for the warning and detail the standards of performance and/or conduct expected. In the case of unsatisfactory performance the employer will also set a timeframe for a review of performance, and will consider reasonable measures to assist the employee to meet the required performance standards, such as mentoring or training as appropriate. The warning shall also state the consequences of not meeting the required standards of performance and/or conduct, such as further disciplinary action which could include termination of employment.
- 15.6. If the problem continues the matter will be discussed with the employee at a second disciplinary meeting.
 - 15.6.1. Unsatisfactory Performance - If the concerns are not resolved at the second meeting, in the case of unsatisfactory performance a second warning in writing will be given to the employee. Termination of employment for unsatisfactory performance at this stage may only occur in cases where the unsatisfactory performance has particularly serious consequences, such as placing the viability of the employer at risk or posing a serious safety risk.
 - 15.6.2. Misconduct – If the allegations of a recurrence of misconduct are not satisfactorily resolved at the second meeting, a second written warning may be

given to the employee, or employment may be terminated, depending on the level of seriousness of the misconduct and any mitigating factors.

- 15.7.** If the problem continues the matter will be discussed with the employee at a further disciplinary meeting. If the concerns are not resolved, the outcome may be a further warning or termination of employment. Nothing in this procedure shall prevent the employer from conducting further disciplinary meetings where the particular circumstances require it.

16. Superannuation

- 16.1.** The employer shall comply with all obligations relating to payment of occupational superannuation as provided for under 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 and associated Regulations.

16.1.1. Fund shall mean Health Employees Superannuation Trust of Australia (HESTA) or Health Super or any approved fund, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.

16.1.2. The employer shall contribute to the fund for every employee who earns \$450 gross per month at the rate determined by the legislation referred to in clause 22.1.

- 16.2.** The employer shall contribute 3% of ordinary pay monthly to the fund for all employees who earn less than \$450 gross per month excluding:

16.2.1. intermittent employees that is employees engaged on a recurring basis in relieving work or work of a casual nature and whose continuous employment does not exceed four weeks and whose remuneration does not exceed \$3000 per annum.

16.2.2. Ordinary time earnings for the purposes of this subclause, means remuneration for an employee's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:

- 16.2.2.1. the cash value of any deduction for board and lodging;
- 16.2.2.2. over Agreement payment for ordinary hours of work;
- 16.2.2.3. shift work premiums;
- 16.2.2.4. Saturday and Sunday premiums where they are part of regular work;
- 16.2.2.5. supplementary payment; and
- 16.2.2.6. tool allowance where it is paid as a part of regular work.

16.3. Default fund

The employer shall provide each employee and each new employee upon commencement of employment with information on the funds. The employee shall then have 28 days to complete the information required, the employer shall then forward the employee's details to the employee's choice of fund. In the event that the employee does not select a fund of their choice, the employer will then forward superannuation contributions to the default fund. The default fund for the purposes of this Agreement is HESTA.

16.4. Voluntary employee contributions

An employee may make additional voluntary contributions to their chosen fund from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the fund in accordance with the Superannuation Industry Supervision Legislation (SIS).

16.5. Absence from work

16.5.1. Paid leave

Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

16.5.1.1. Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

16.5.2. Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

16.5.3. Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation and in accordance with the provisions of the Agreement dealing with accident pay (clause 18 - Accident make-up pay).

17. Allowances

The allowances set out in this clause will be adjusted to reflect the pay increases agreed in clause 11 and as set out in Schedule 1.

17.1. On-call

17.1.1. An employee, other than a direct care & client support worker, required by the employer to be on-call on a rostered basis (i.e. available to be recalled for duty, for the provision of support, information and/or guidance to clients, workers and caregivers) shall be paid an allowance of \$18.00 in respect to any 24 hour period or part thereof during which the employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

17.1.2. The allowance shall be \$36.00 in respect to any other 24 hour period or part thereof or any public holiday or part thereof.

17.1.3. On-call allowance does not apply to senior employees who are nominated as an emergency contact for security or management purposes, but who are not required to alter their after hours activities in order to be available for duty on a rostered basis.

17.1.4. A direct care & client support worker required by the employer to be on-call on a rostered basis (i.e. available to be recalled for duty, for the provision of support, information and/or guidance to clients, workers and caregivers) shall be paid an allowance of \$14.60 in respect to any 24 hour period or part thereof.

17.2. Shiftwork

17.2.1. In addition to any other rates prescribed elsewhere in this Agreement an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid per rostered period of duty

17.2.1.1. For Direct Care and Client Support Workers \$14.60;

17.2.1.2. For other workers 12.5% of actual hours worked.

17.2.2. Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such periods of duty

17.2.2.1. For Direct Care and Client Support Workers \$23.75 and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty \$29.15. Permanently working shall mean working for any period in excess of four consecutive weeks;

17.2.2.2. For other workers 15% of actual hours worked.

17.3. Vehicle Allowance

17.3.1. Should an employee be required to use his/her own vehicle on his/her employer's business, the employee is to receive a vehicle allowance corresponding with the following table:

Engine capacity of motor vehicle not being a motor powered by a rotary engine	Engine capacity per kilometre by a vehicle powered rotary engine	Rate of allowance
More than 3000 cubic centimetres (3 litres)	More than 1500 cubic centimetres (1.5 litres)	83.13 cents
More than 2000 cubic centimetres (2 litres) but not more than 3000 cubic centimetres (3 litres)	More than 1000 cubic centimeters (1 litre) but not more than 1.500 cubic centimetres (1.5 litres)	79.30 cents
More than 1600 cubic centimetres (1.6 litres) but not more than 2000 cubic centimetres (2 litres)	More than 800 cubic centimetres (0.8 litres) but not more than 1000 cubic centimetres (1 litre)	76.95 cents
1600 cubic centimetres (1.6 litres) or less	800 cubic centimetres (0.8 litres) or less	67.95 cents

17.3.2. An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travelling expenses incurred.

17.3.3. Where an employee is called on duty at night or other than his/her normal hours or on any non-working day, he/she shall be reimbursed his/her fares, or, if using his/her own vehicle to travel between his/her home and place of work, shall receive a travelling allowance as set out in 17.6.1.

17.3.4. Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use his/her own vehicle. This clause shall include, where applicable, the employee's travelling between his/her home and place of work.

17.4 In Charge Allowance

17.4.1. A Support Worker who is designated to be in charge of other staff or volunteers during day, evening, or night shifts, shall be paid an hourly allowance of 7% of their base rate.

18. Accident Make-Up Pay

18.1. The conditions under which an employee shall qualify for accident make-up payment shall be as prescribed hereunder:

18.1.1. The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.

18.1.2. Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate *Workers' Compensation Act or Ordinance* and the employee's appropriate Agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Agreement rate for that period.

18.1.3. The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which occurs subsequent to that pay period.

18.1.4. The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Act or Ordinance, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.

18.1.5. In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.

19. Payment of Wages

19.1. Wages shall be paid fortnightly in each pay week by electronic funds transfer.

19.2. Wages shall be paid during working hours on a week day being not more than five days following the end of the pay period. Provided that this clause shall not apply if an employer makes a practice of allowing advances to his/her employees approximating wages due.

19.3. Upon termination of employment, wages due to an employee shall be paid on the date of such termination or forwarded by post on the next working day of the clerical staff.

19.4. An employer may deduct from amounts due to an employee such amounts as are authorised in writing by such employee where it pertains to or is incidental or ancillary to a matter that pertains to the employment relationship.

- 19.5.** On or prior to pay day an employer shall state to the employee in writing the total amount of wages to which he/she is entitled, the amount of overtime therein, details of any deductions made therefrom and the net amount being paid to the employee.

20. Salary Packaging

- 20.1.** Existing arrangements at the time that this Agreement comes into effect shall continue until and unless explicitly varied by agreement in writing. Where mutually agreed between the employer and a full-time or part-time individual employee, an employee may package their salary into a salary component and a benefits component. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.
- 20.2.** The employee's rate of pay as set out in Schedule 1 shall be used as the basis for the agreed package.
- 20.3.** Notwithstanding the salary packaging arrangement, the individual's salary as provided in Schedule 1 of this agreement will be used in determining all salary linked entitlements including termination payment entitlements and superannuable salary.
- 20.4.** Any salary increases, which are granted to employees under this agreement, shall also apply to the employee who enters into salary packaging arrangements in accordance with this clause.
- 20.5.** The administrative costs associated with implementation of an individual's salary packaging arrangement will be borne by the employee to an amount which will be set out in the packaging agreement.
- 20.6.** The employer will:
- 20.6.1.** confirm in writing to the employee the current salary payable to the employee under this agreement;
 - 20.6.2.** advise the employee, in writing of his/her right to choose payment of that salary referred to in the above paragraph instead of utilising salary packaging;
 - 20.6.3.** advise the employee, in writing, that all the conditions of this agreement, other than the salary, will continue to apply;
 - 20.6.4.** advise the employee, in writing, that he/she should seek independent financial advice prior to entering into a salary packaging arrangement.
- 20.7.** Notwithstanding the above provisions, in the event that changes in legislation, determinations or rulings, particularly in respect of the employer's Fringe Benefits Tax exempt status as a Public Benevolent Institution, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this agreement, the employer shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least two months prior to the withdrawal taking place.

PART 5 HOURS OF WORK

21. Ordinary Hours

- 21.1.** The hours for an ordinary week's work shall be 38 and shall be worked either:
- 21.1.1.** in a week of five days in shifts not exceeding eight hours each; or
 - 21.1.2.** in a fortnight of 76 hours in ten shifts not exceeding eight hours each; or

- 21.1.3. in a four week period of 152 hours to be worked as nineteen shifts each of eight hours, subject to practicability; or
- 21.1.4. In residential houses, 152 hours to be worked as nineteen shifts of varying length up to eight hours fifteen minutes
- 21.2. by mutual agreement:
 - 21.2.1. in a week of four days in shifts not exceeding ten hours; or
 - 21.2.2. in a fortnight of 76 hours in eight shifts not exceeding ten hours each; or
- 21.3. Mutually agreed method, provided that the length of any ordinary shift shall not exceed ten hours and for youth workers shall not exceed twelve hours, subject to clause 25 in the case of home and respite workers.
- 21.4. Other than in the case of home and respite workers (clause 25) the spread of hours shall be 7 am to 7 pm to be worked
 - 21.4.1. any five days of a seven day week, in the case of Direct Care & Client Support workers;
 - 21.4.2. Monday to Friday in the case of Administrative, Professional and Other classification workers provided that an employee may work up until 10 pm on no more than two occasions per month for the purpose of attending evening meetings, without an entitlement to overtime.
- 21.5. Subject to the provisions of this clause 80 hours may be worked in any two consecutive weeks but not more than 48 ordinary hours may be worked in any of such weeks.
- 21.6. The particular hours of work arrangement for each employee shall be recorded in writing in the wage record or on a document to be kept with the wage record, with a notation that the arrangement has either been stipulated under clause 21.1 hereof or agreed to under clauses 21.2 or 21.3 hereof. Where the hours have been set by agreement, the notation should be signed by the employee.
- 21.7. Employees whose hours of work are fixed in accordance with clause 21.1 hereof shall be entitled to overtime for all time worked in excess of the hours of work fixed for each day. Employees employed under clauses 21.2 and 21.3 hereof shall be entitled to be paid overtime on the basis of the particular arrangement of work that has been agreed. The particular overtime arrangement will be recorded in the wage record.
- 21.8. A Direct Care & Client Support employee, who is required to perform ordinary hours of duty on:
 - 21.8.1. A Saturday shall be paid 50% more for each ordinary hour of duty;
 - 21.8.2. A Sunday shall be paid 50% more for each ordinary hour of duty.
 - 21.8.3. The additional payments prescribed in clause 21.8 hereof will form part of the employee's ordinary pay for the purposes of this Agreement.

22. Meal Breaks and Rest Periods

- 22.1. An employee shall not be required to work more than five hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.

Such meal interval shall not be counted as time worked, and the employee shall be free of all duty during such interval.

- 22.2.** Where an employee is required to eat with clients or otherwise remain available for work during the meal interval, the meal interval will be counted as time worked.
- 22.3.** At times suitable to the employer, two rest periods of ten minutes each shall be given to each employee during each fulltime period of ordinary rostered hours and shall be counted as time worked. For a fulltime employee this will normally include a morning and an afternoon rest break. A part time employee will be entitled to breaks on a pro rata basis, such as a morning break for an employee who works only mornings.

23. Flexible Hours Arrangements

- 23.1.1.** Flexible working arrangements are available subject to operational requirements. As a consequence there may be some positions in the organisation where flexible working arrangements will not be available to employees.
- 23.1.2.** Staff may elect, with the agreement of their manager, to work additional hours as flexible hours. (The award refers to this as make up time.) TIL accrued at the initiative of the employee as flexible hours is not overtime. If not taken, such TIL will be paid out on termination at ordinary hours rates.
- 23.1.3.** Flexible extra hours may only be worked within a span of hours of 7 am to 7 pm. Provided that an employee may work up until 10 pm on no more than two occasions per month for the purpose of attending evening meetings.
- 23.1.4.** TIL for flexible hours accrues on an hour for hour basis for the time worked.
- 23.1.5.** Unless otherwise mutually agreed, the maximum amount of TIL for flexible hours which may be accrued is 4 hours. Once an employee's accrued TIL exceeds this limit, their manager may discuss with the employee when the TIL will be taken. If no agreement is able to be reached about when the employee will use the accrued TIL in excess of 4 hours, the staff member's manager may direct that it be taken at a time of the manager's choosing, or in exceptional circumstances may authorise that it be paid out. TIL for flexible hours which is paid out will be at the ordinary time rate.
- 23.1.6.** Where flexible working arrangements are used, it is expected that employees will generally use TIL rather than paid leave to cover minor absences such as appointments, and also to help manage peaks and troughs in workloads.

24. Overtime

- 24.1.** Only authorised overtime shall be worked.
- 24.2.** The following overtime rates shall be paid for all work done:
- 24.2.1.** In excess of a number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and a half for the first two hours and double time thereafter;
- 24.2.2.** Outside a spread of twelve hours from commencement of the last previous rostered period of duty - double time;
- 24.2.3.** Outside a spread of nine hours from the time of commencing work by an employee required to work broken shifts - time and one half;
- 24.2.4.** Outside a spread of twelve hours from the time of commencing work - double time.

- 24.3.** A full-time employee shall accrue overtime where the employee works more than 152 hours in any 28 day period or where the employee works more than ten hours in any one day or where the employee works outside of the spread of ordinary hours in accordance with clause 21.
- 24.4.** A part-time employee shall accrue overtime where he/she works in excess of his/her prescribed hours of duty, provided that overtime shall not apply where the employer and employee have agreed to a temporary variation of working hours under the arrangements specified in clause 8.2.4 in which case overtime shall apply for work in excess of the mutually agreed varied working hours. A part-time employee shall accrue overtime if he/she works in excess of 38 hours in any one week or greater than ten hours in any one day or where the employee works outside of the spread of ordinary hours in accordance with clause 21.4.
- 24.5.** Casual employees shall be paid overtime where they work outside of the ordinary spread of hours specified in clause 21.4 and/or where they work more than 38 hours in any week or where the employees work more than ten hours in any day.
- 24.6.** By agreement with the employer an employee may take the proportionate time off in lieu of payment of such overtime at the appropriate overtime rates as specified in 24.2.
- 24.7.** When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 24.8.** An employee who works so much overtime between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty that he/she would not have at least ten consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absences.
- 24.9.** Further, an employee who does not receive at least ten consecutive hours off duty between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty shall also be subject to the provisions of this subclause, provided that where an employee requests this break may be reduced to 8 hours.
- 24.9.1.** Subject to clause 24.9.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 24.9.2.** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 24.9.2.1. Any risk to employee's health and safety;
 - 24.9.2.2. The employees' personal circumstances including any family responsibilities;
 - 24.9.2.3. The need of the workplace or enterprise;
 - 24.9.2.4. The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 24.9.2.5. Any other relevant matter.

25. Home and Respite Shift Work

- 25.1. A 24 hour or weekly shift requires the Employee to be available for duty in a private home or Community Respite House for a 24 hour or one week (5 day) period respectively. During this period, the Employee is required to provide the client with the services specified in the client's care plan. Although referred to as a 24 hour or weekly shift, this relates to live-in work arrangements and it is not an expectation that an employee will be actively working continuously for 24 hours. The work is compensated on the basis that a 24 hour shift is equivalent to one ordinary day's work of 8 hours.
- 25.2. An Employee engaged to work a 24 hour shift will be paid a flat rate of \$210.00.
- 25.3. Each Employee who is engaged to work one continuous period of 24 hours shall be entitled to rostered periods off duty totalling three hours in each working day.
- 25.4. An Employee who requests to work a weekly shift will be paid a flat fee of \$600.00 inclusive of single room accommodation, bathroom and shower facilities, bed linen and provision of all meals without extra cost.
- 25.5. For the purpose of accruing leave and other entitlements, a 24 hour shift will be deemed to be 8 hours (one day) work.
- 25.6. The overtime provisions of clause 24 do not apply to the 24 hour shift arrangement under this clause.
- 25.7. Additional Hours

Employees may at their discretion undertake work that is in addition to their normal rostered shifts at times when they are not rostered for their normal duties.

These "additional hours" will be undertaken in accordance with the following conditions and arrangements:

An employee must work no more than 48 ordinary hours in a week and 76 ordinary hours per fortnight;

Where mutually agreed between the parties, shifts up to 12 hours in duration may be worked at ordinary time;

An employee shall indicate their desire to work "additional hours" by recording their name on a list of staff available to work "additional duties" in the next roster period.

26. On Call and Recall

- 26.1. In the event of an employee who is on-call being recalled to the workplace to perform duty for any period during an off duty period such employee shall be paid from the time of receiving recall until the time of finishing such recall duty with a minimum of one hour's payment for such recall at the following rates:
- 26.1.1. Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half;
- 26.1.2. Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time;
- 26.1.3. On days observed as public holidays - double time.
- 26.2. Provided that if the employee who is on-call is recalled and does not have an uninterrupted break of six hours between midnight and the time of commencement the next period of ordinary duty he/she shall be entitled to time off of six hours from the time of finishing the last recall and the time of commencing his/her next period of duty without loss of pay.

PART 6 LEAVE

27. Annual Leave

27.1. Period of leave

Employees shall be entitled to annual leave on full pay for a period equal to four working weeks for each continuous twelve months' service with an employer. Annual leave shall accrue on a pro rata basis after each completed four weeks of continuous service.

27.2. Annual leave exclusive of public holidays

The annual leave prescribed in 27.1 shall be exclusive of any of the holidays prescribed in clause 31 - Public holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day on which in the case of an employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

27.3. Leave to be taken

27.3.1. The annual leave provided for in this clause shall be allowed and shall be taken and except as provided by 27.5, payment shall not be made or accepted in lieu of annual leave.

27.4. Time of taking leave

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding two years from the date when the right to annual leave accrued; provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.

27.5. Proportionate leave

Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall pay to the employee in addition to all other amounts due to an employee, an amount equal to 4/48ths of his/her ordinary pay for that period of employment.

27.6. Management of leave accruals

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

27.6.2. Annual leave accruals will be monitored by the relevant supervisor and discussed at least on an annual basis, usually at the same time as the annual performance review. Where an employee has accrued over four weeks leave, the employee and their supervisor shall attempt to reach an agreement about a plan for the time for taking leave over the next twelve months, in order to keep accruals below six weeks where practicable.

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

27.6.4. Where the accrued annual leave is greater than eight weeks, the employer may direct the employee to take up to ¼ of the total leave accrued at the time the direction is given.

27.7. Annual leave loading

27.7.1. In addition to the payment prescribed in clause 27.1 hereof, a loading of 17.5% shall be paid at the time leave is taken or at such other time as may be mutually agreed between the employer and the majority of employees in the workplace, always providing that the maximum allowance payable in respect of any one year's service shall not exceed the equivalent of the Australian Statistician's average weekly earnings per employed male unit for the September quarter of the year preceding the year in which the leave falls due.

27.7.2. The loading shall apply to pro rata leave on termination of employment, except where the employment has been terminated on the grounds of serious or wilful misconduct.

27.8. Shiftworkers - Saturday/Sunday work

Shiftworkers and workers who are regularly rostered to work ordinary hours on Saturdays and or Sundays will be entitled whilst on annual leave to receive an average of the penalty payments they would have received had they been working in lieu of the allowance provided for at clause 27.7 hereof. Provided that where the average penalty payments are less than the amount which would be payable under clause 27.7 hereof, the employee will be entitled to the higher amount.

27.9. Sickness during annual leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he/she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner or other relevant practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his/her annual leave entitlement. If annual leave loading as provided for in 27.6 has been paid in respect of sick days referred to in this subclause, such leave loading shall not be re-credited.

27.10. Shift worker's additional leave

Where a shift worker regularly works his/her normal hours over any seven days of the week such employee shall be entitled to a further period of annual leave on full pay to one working week for each continuous twelve months' service with an employer

28. Personal Leave

28.1. Paid personal leave is available to an employee when he or she is absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- because of bereavement on the death of an immediate family or household member (bereavement leave).

28.2. The amount of paid personal leave to which an employee is entitled is set out below under provisions dealing with the types of personal leave described above.

28.3. In any year, unused personal leave accrues on the basis of that year's unused personal leave.

28.4. **Sick leave**

28.4.1. In the event of an employee becoming sick and unfit for duty he/she shall be entitled to sick leave on full pay as follows:

28.4.1.1. During the first year of service, one working day for each month of service; and

28.4.1.2. Thereafter fourteen working days in each year.

28.4.2. To be entitled to sick leave on full pay an employee shall produce a certificate from a legally qualified medical or other relevant practitioner or a Statutory Declaration signed by the employee immediately on return to work; provided that single days up to a maximum of three in any one calendar year may be taken without the production of a medical certificate or statutory declaration.

28.4.3. Absences on sick leave either side of a public holiday shall not be paid unless a medical certificate, statutory declaration or other evidence satisfactory to the employer is provided within seven days of return to work.

28.4.4. If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

28.4.5. Prior service within the UnitingCare Victoria and Tasmania network will be recognised in accordance with the policy set out in Schedule 3.

28.5. Carer's leave

28.5.1. An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 8.3.4.

28.5.2. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

28.5.3. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

28.5.4. The entitlement to use sick leave in accordance with this subclause is subject to:

28.5.4.1. The employee being responsible for the care of the person concerned; and

28.5.4.2. The person concerned being either:

28.5.4.2.1. a member of the employee's immediate family; or

28.5.4.2.2. a member of the employee's household.

28.5.5. The term **immediate family** includes:

28.5.5.1. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis, regardless of gender; and

28.5.5.2. a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

28.5.6. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

28.5.7. Unpaid leave for family purpose

28.5.7.1. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 28.5.1 and 28.5.2 are met.

28.5.8. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

28.5.9. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

28.6. Bereavement Leave

28.6.1. An employee shall on the death within Australia of a member of their immediate family, as defined in clause 28.5.5, be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.

28.6.2. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purpose of this clause the words "wife" and "husband" shall include wife or husband from whom the employee is separated and a person who lives with the employee as a de facto wife or husband.

29. Long Service Leave

29.1. All employees, except as provided in clause 29.4 for certain workers, shall be entitled to long service leave in accordance with the Long Service Leave Act 1992 (Victoria), provided that leave may be taken on a pro rata basis after 7 years continuous service..

29.2. An employee who has an entitlement to long service leave may, with the agreement of the employer, take leave at half the rate of pay for twice the period of leave.

29.3. Where an employee has 10 years continuous service, discussions should occur between the employee and the employer with a view to reaching agreement as to when long service leave will be taken, which may include an agreement to defer the taking of leave. If no agreement can be reached, UnitingCare Goulburn North East may direct that all or some of the leave be taken, provided that at least three months notice is provided, and that the minimum amount to be directed to be taken is half of the accrued amount.

29.4. Preserved contractual entitlements

29.4.1. An employee who was employed by UnitingCare Goulburn North East immediately prior to the date of lodgement of this agreement, and who had a contractual entitlement to six months long service leave after 15 years shall retain that entitlement in accordance with the terms of their contract. The preserved contractual entitlement provides for double the amount of long service leave provided in clause 29.1.

29.4.2. An employee referred to in clause 29.4.1 shall accrue long service leave in two components:

29.4.2.1. The first component will accrue at the rate of 0.8667 weeks per year of service and may be accessed in accordance with clause 29.1; and

29.4.2.2. The second component will accrue at the rate of 0.8667 weeks per year of service and may only be accessed after 10 years service.

29.4.3. The effect of clause 29.4.2 is to allow an employee to either take four months long service leave after 10 years, or to access up to half of their accrued long service leave at any time between 7 and 10 years, with a corresponding reduction in the leave available after 10 years.

29.4.4. Where the preserved contractual entitlement has accrued over a period in excess of 10 years, the accrued amount above the 10 year threshold may be paid out, by mutual agreement in writing.

30. Parental Leave

30.1. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

30.2. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

30.3. An **eligible casual employee** means a casual employee:

30.3.1. employed by an employer on a regular and systematic basis for several 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

30.3.2. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

30.4. For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

30.5. An employer must not fail to re-engage a casual employee because:

30.5.1. the employee or employee's spouse is pregnant; or

30.5.2. the employee is or has been immediately absent on parental leave.

30.6. The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.7. Definitions

30.7.1. For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

30.7.2. Subject to 30.7.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

30.7.3. In relation to 30.11 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

30.8. Basic entitlement

30.8.1. After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child, of which two weeks maternity leave shall be paid, and one week of co-parent leave shall be paid. For an employee who is the mother, maternity leave may be taken and for partners/spouses, co-parent leave may be taken. Adoption leave may be taken in the case of adoption.

30.8.2. Subject to 30.9.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

30.8.2.1. for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

30.8.2.2. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

30.9. Maternity leave

30.9.1. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

30.9.1.1. of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

30.9.1.2. of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

30.9.2. When the employee gives notice under 30.9.1.1 hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

30.9.3. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

30.9.4. Subject to 30.8.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

30.9.5. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

30.9.6. Special maternity leave

30.9.6.1. Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

30.9.6.2. Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

30.9.6.3. Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

30.9.6.4. Where leave is granted under 30.9.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

30.10. Co-Parent leave

30.10.1. An employee will provide to the employer at least ten weeks prior to each proposed period of co-parent leave, with:

30.10.1.1. a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

30.10.1.2. written notification of the dates on which they propose to start and finish the period of co-parent leave; and

30.10.1.3. except in relation to leave taken simultaneously with the child's mother under clause 30.8.2.1 or clause 30.12.1.1, a statutory declaration stating:

30.10.1.4. that they will take the period of paternity leave to become the primary care-giver of a child;

30.10.1.5. particulars of any period of maternity leave sought or taken by their spouse; and

30.10.1.6. that for the period of co-parent leave they will not engage in any conduct inconsistent with his contract of employment.

30.10.2. The employee will not be in breach of 30.10.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

30.11. Adoption leave

30.11.1. The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

30.11.2. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

30.11.2.1. except in relation to leave taken simultaneously with the child's other adoptive parent under clause 30.8.2.2 or clause 30.12.1.1, that the employee is seeking adoption leave to become the primary care-giver of the child;

30.11.2.2. particulars of any period of adoption leave sought or taken by the employee's spouse; and

30.11.2.3. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

30.11.3. An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

30.11.4. Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

30.11.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

30.11.6. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

30.12. Right to request

30.12.1. An employee entitled to parental leave may request the employer to allow the employee:

30.12.1.1. to extend the period of simultaneous unpaid parental leave provided for in clause 30.8.2.1 up to a maximum of eight weeks;

30.12.1.2. to extend the period of unpaid parental leave provided for in clause 30.8.1 by a further continuous period of leave not exceeding 12 months;

30.12.1.3. to return from a period of parental leave on a part-time basis until the child reaches school age;

30.13. to assist the employee in reconciling work and parental responsibilities.

30.13.1. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

30.13.1.1.1. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

30.13.2. Employee's request and employer's decision to be in writing

30.13.2.1.1. The employee's request and the employer's decision made under clauses 30.12.1.2 and 30.12.1.3 must be recorded in writing.

30.13.3. Request to return to work part-time

30.13.3.1.1. Where an employee wishes to make a request under clause 30.12.1.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

30.13.4. Variation of period of parental leave

30.13.4.1.1. Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 30.8.1 and 30.12.1.2 an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

30.13.5. Parental leave and other entitlements

30.13.5.1.1. An employee may in lieu of or in conjunction with parental leave, access any annual leave entitlements which they have accrued, and it is agreed that in the case of annual leave taken in conjunction, the combined period of parental leave and annual leave may be in excess of 52 weeks.

30.13.5.1.2. An employee may in lieu of or in conjunction with parental leave, access any long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 30.12.

30.13.6. Transfer to a safe job

30.13.6.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

30.13.6.2. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental

leave for such period as is certified necessary by a registered medical practitioner.

30.14. Returning to work after a period of parental leave

- 30.14.1.** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 30.14.2.** Subject to clause 30.13.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 30.12.7 hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- 30.14.3.** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

30.15. Replacement employees

- 30.15.1.** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 30.15.2.** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

30.16. Communication during parental leave

- 30.16.1.** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 30.16.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 30.16.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 30.16.2.** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 30.16.3.** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 30.5.1.

31. Public Holidays

- 31.1.** An employee shall be entitled to holidays on the following days without deduction of pay:

- 31.1.1.** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 31.1.2.** The following days, as prescribed in the State of Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- 31.1.3.** Melbourne Cup Day or a relevant public holiday proclaimed for a rural locality, such as Race Days in Wangaratta, Shepparton or Wodonga.
- 31.2.** The following provisions shall also apply:
- 31.2.1.** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December (hereafter referred to as a substitute day).
- 31.2.2.** When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December (substitute day).
- 31.2.3.** 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 (substitute day).
- 31.3.** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 31.1 and 31.2 those days shall constitute additional holidays for the purpose of this Agreement.
- 31.4.** An employee who is rostered to work and works on any day specified in 31.1 hereof shall:
- 31.4.1.** Be paid for the time so worked, with a minimum of four hours' wages, at the rate of time and one-half in addition to the weekly wage prescribed by this Agreement; or
- 31.4.2.** Be entitled to equivalent time off (with a minimum of four hours) without loss of pay; such time off shall be taken at a time mutually convenient to the employer and the employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off such time off may be added to the employee's annual leave by mutual consent.
- 31.5.** Where an employee has a flexible working arrangement that includes provision for a rostered day off, the employee shall be entitled to receive one day's pay in addition to the usual weekly wage or one day off without loss of pay at a time convenient to the employer when a public holiday falls on the rostered day off.
- 31.6.** Where an employee, who is rostered to work on any day specified in 31.1 requests and is granted any such day off, the employee shall not be entitled to holiday pay for that day unless the request was made by the employee at least three clear working days prior to the date of that day. Provided that this sub-clause will not apply if the absence was due to illness, injury or emergency affecting the employee or the employee's immediate family for which personal leave is available, and a medical certificate or a statutory declaration is provided as supporting evidence.
- 31.7.** Where an employee is rostered to work on any day specified in 31.1 and fails to do so the employee shall not be entitled to holiday pay for that day unless the absence was due to illness, injury or emergency affecting the employee or the employee's immediate family for which personal leave is available, and a medical certificate or a statutory declaration is provided as supporting evidence.
- 31.8.** The employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. An agreement pursuant to this provision shall be recorded in writing and be available to every affected employee.

31.9. Christmas Closedown

- 31.9.1. The Employer will provide three months notice each year as to whether or not there will be a Christmas closedown at each workplace/program.
- 31.9.2. Where there is to be a Christmas closedown, employees will be expected to use available leave such as annual leave, long service leave, purchased leave, TIL or leave without pay for those days during the closedown which are not public holidays.
- 31.9.3. Annual leave may be taken in advance for this purpose subject to agreement by the employee that on termination any leave still owing by the employee may be deducted from any termination pay.

32. Special Leave

On application by an employee, the employer may, at its discretion, grant to an employee special leave with pay for any purpose. Special paid leave will normally be restricted to short periods where other forms of leave are not available or appropriate.

33. Leave Without Pay

On application by an employee, the employer may, at its discretion, grant to an employee leave without pay for any purpose.

34. Jury Service

- 34.1. An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of ordinary wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 34.2. An employee shall notify his/her employer as soon as possible of the date upon which she/he is required to attend for jury service. Further the employee shall give his/her employer proof of his/her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.
- 34.3. Entitlement to jury service pay will not jeopardise other entitlements.

35. Purchased Leave

- 35.1. In addition to other elements of this agreement that are intended to assist employees to achieve their desired work/life balance, the parties have agreed to introduce a purchased leave scheme.
- 35.2. The purchased leave scheme enables employees to access between one and four whole weeks additional leave per year. The leave is 'purchased' through salary deductions that are averaged over the entire year to ensure that a standard rate is received each pay period. Purchased leave will not affect entitlements to other forms of leave. No leave loading is payable on the leave purchased.
- 35.3. Employees' participation in the scheme is voluntary, and subject to clause 10.1.4 no existing employee will be required by their employer to work under the scheme.
- 35.4. Approval of any application to participate in the scheme is at the discretion of the employer.

35.5. Eligibility and Restriction

35.5.1. Full-time and part-time employees, who are employed for at least a 0.6 fraction (22.8 hours per week), are eligible to participate in the scheme. The provisions of this clause do not apply to casuals or to fixed term employees engaged for periods of less than twelve months.

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

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

35.8. The purchased leave must be taken within 52 weeks of the date of commencement of the salary deductions, and employees must specify these dates in their application.

35.9. Calculation of Salary Deductions

35.9.1. The leave is purchased over twelve continuous months and employees are required to stay on the scheme for the full period, whilst employed in that position.

35.9.2. In order to 'pay' for the purchased leave, employees will have an amount deducted from their gross salary each pay period for a period of twelve continuous months.

35.9.3. The amount deducted will result in a reduction in the employee's taxable income. The amount deducted weekly is calculated using the following formula:

$$\frac{\text{Salary received per week} \times \text{Number of weeks of purchased leave}}{52}$$

35.9.4. The first salary deduction will be made on the pay day after the nominated commencement date. The deduction is adjusted to take into account salary increases resulting from salary increments or other salary increases.

35.10. Application and Entitlements

35.10.1. Purchased leave can be taken in conjunction with annual leave, long service leave and parental leave. Paid leave taken while on the scheme will be paid at the reduced fractional rate (between 48/52 and 51/52 as appropriate), provided that long service leave will be paid either at the relevant fractional rate or such lesser rate as applies where part time hours have varied, in accordance with clause 30.3. During a purchased leave arrangement, annual, personal and long service leave accrue at the averaged rate.

35.10.2. An employee's salary for superannuation purposes will be based on the averaged rate.

35.10.3. A new application must be made and approved each 12 months in order for an employee to continue to participate in the scheme.

35.11. On termination of employment, a reconciliation of the employee's purchased leave account including any adjustments in final monies will be conducted.

PART 7 TERMINATION OF EMPLOYMENT

36. Notice of Termination

36.1. Notice of termination by employer

- 36.1.1.** In order to terminate the employment of an employee, four weeks' written notice shall be given by the employer.
- 36.1.2.** In addition to the notice in 12.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 36.1.3.** Payment in lieu of the prescribed notice in 12.1.1 and 12.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 36.1.4.** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer 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:
- 36.1.4.1. the employee's ordinary hours of work (even if not standard hours); and
 - 36.1.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 36.1.4.3. any other amounts payable under the employee's contract of employment.
- 36.1.5.** The period of notice in this clause does not apply:
- 36.1.5.1. in the case of dismissal for serious misconduct;
 - 36.1.5.2. to apprentices;
 - 36.1.5.3. to employees engaged for a specific period of time or for a specific task or tasks;
 - 36.1.5.4. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - 36.1.5.5. to casual employees.
- 36.1.6.** Continuous service is defined in clause 35 - Long Service Leave.

36.2. Notice of termination by an employee

- 36.2.1.** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 36.2.2.** If an employee fails to give the notice specified in 12.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 12.1.4.

36.3. Job search entitlement

Where an 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 for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

36.4. Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 13 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

37. Redundancy

37.1. Definitions

37.1.1. Business includes trade, process, business or occupation and includes part of any such business.

37.1.2. Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

37.1.3. Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

37.1.4. Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

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

37.2. Transfer to lower paid duties

37.2.1. Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

37.3. Severance pay

37.3.1. Severance pay – where there are 15 or more employees at the date of termination.

37.3.1.1. An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service, where there are 15 or more employees at the date of termination:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

***Week's pay** is defined in clause 37.1.4.

37.3.2. Severance pay – where there are fewer than 15 employees at the date of termination.

37.3.2.1. An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service, where there are fewer than 15 employees at the date of termination:

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

***Week's pay** is defined in clause 37.1.4.

37.3.3. Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

37.3.4. Continuity of service shall be calculated in the manner prescribed by clause 29 - Long Service Leave.

37.4. Employee leaving during notice period

37.4.1. An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 12 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

37.5. Alternative employment

37.5.1. The employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay

prescription varied if the employer obtains acceptable alternative employment for an employee.

37.5.2. This provision does not apply in circumstances involving transmission of business as set in 38.7.

37.6. Job search entitlement

37.6.1. During the period of notice of termination given by the employer in accordance with clause 37.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

37.6.2. 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, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

37.6.3. The job search entitlements under this subclause apply in lieu of the provisions of clause 37.3.

37.7. Transmission of business

37.7.1. The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

37.7.1.1. Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

37.7.1.2. Where the employee rejects an offer of employment with the transmittee:

37.7.1.2.1. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

37.7.1.2.2. which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

37.7.2. The Australian Industrial Relations Commission may vary 38.7.1.2 if it is satisfied that this provision would operate unfairly in a particular case, subject to the procedure set out in clause 8.

37.8. Employees exempted

37.8.1. This clause does not apply to:

37.8.1.1. employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

37.8.1.2. probationary employees;

37.8.1.3. apprentices;

37.8.1.4. trainees;

37.8.1.5. employees engaged for a specific period of time or for a specified task or tasks; or

37.8.1.6. casual employees.

37.8.2. Provided that clause 38.8.1.5 hereof shall not apply to employees whose continued employment is dependent upon recurrent Government or other funding periods.

37.9. Redundancy Disputes

37.9.1. Paragraphs 38.9.2 and 38.9.3 impose additional obligations on the employer where the employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**).

37.9.2. Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

37.9.2.1. the reasons for any proposed redundancy;

37.9.2.2. the number and categories of workers likely to be affected; and

37.9.2.3. the period over which any proposed redundancies are intended to be carried out.

37.9.3. Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

SCHEDULE 2 Classification Definitions

The salary rates as set out in Schedule 1 shall apply as set out hereunder.

DIRECT CARE & CLIENT SUPPORT CLASSIFICATIONS

Support Worker 1 – Entry Level

Indicative Roles

Trainee or Unqualified Support Worker

Skill Level:

An employee at this level:

- Has no relevant experience or qualifications and will be provided with appropriate orientation and induction
- Works within established routines, methods and procedures
- Has basic problem solving skills
- Has basic responsibility, accountability or discretion
- Works under direct or routine supervision, either individually or in a team
- Will demonstrate an understanding of the OH&S issues
- Is able to perform basic computer tasks

A full-time worker shall progress to Grade 1 Year 2 on completion of 12 months industry experience.

A part-time or casual worker will progress to Grade 1 Year 2 after completion of 1,500 hours of industry experience.

For the purposes of this provision, industry experience shall mean 12 months of relevant experience gained in the immediately preceding 3 years.

Roles and responsibilities

- Assists with activities, hospitality and personal care
- Develops and maintains effective communication with the rest of the team
- Maintains the facility and its environs in a clean, hygienic manner
- Undertakes documentation as directed
- Will have experience in domestic / hospital cleaning; knowledge of basic cleaning equipment and products plus an understanding of clinical hygiene
- Assists in preparing food and maintaining the kitchen and its environment in a safe and hygienic manner
- Will have a Certificate in Food Safety and Food Hygiene Level 2, First Aid Certificate Level 2 and will demonstrate an understanding of OH&S issues

Support Worker 2

Indicative Roles

Program Support Worker, Program Leader, Group Leader

An employee at this level may be required to perform the same duties and tasks as a Grade 1 employee and in addition may be required to perform additional duties requiring higher level skills as follows.

Skill Level

An employee at this level:

- Has an accredited qualification relevant to the position, such as a Certificate III in Aged Care
- Is capable of prioritising work within established routines, methods and procedures
- Is responsible for work performed with a high level of accountability or discretion
- Works under limited supervision, either individually or in a team,
- Possesses sound interpersonal and communication skills
- Demonstrates a sound understanding of OH&S issues
- Is able to perform basic computer tasks
- Has sound problem solving skills
- Is able to undertake in-charge responsibilities
- Is able to assess client needs, formulate care and/or behaviour management plans, and monitor changes in client needs
- Is able to meet the skill requirements of Grade 1

Roles and responsibilities

An employee at this level may be required to perform the duties of

- Provides personal care and hospitality, initiates activities
- Develops and maintains effective communication with the rest of the team
- Undertakes comprehensive documentation
- Leads group activities
- Manages the kitchen and its environment in a safe and hygienic manner
- Will have experience and knowledge of cooking and kitchen management
- Will have a Certificate in Food Safety and Food Hygiene Level 2
- Will have a First Aid Level 2 Certificate

Program Leader / Group Leader

- Plans, conducts, facilitates and evaluates an appropriate activity or support program as per program policy
- Conducts theme days / weeks and displays
- Develops and maintains effective communication with the rest of the team
- Is able to supervise others
- May be routinely in charge of others, including volunteers
- Is able to represent the organisation at appropriate meetings
- Is responsible for documentation and individualized care planning

Support Worker 3

Indicative Roles

House Supervisor.

An employee at this level is a more senior direct care worker who may be required to perform the same duties and tasks as a Grade 2 employee and in addition may be required to perform additional duties requiring higher level skills as follows.

Skill Level

An employee at this level:

- Has an accredited qualification relevant to the position, such as a Certificate IV in Aged Care and at least one year of previous relevant industry experience
- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures
- Is responsible for work performed with a high level of accountability
- Works under limited supervision, either individually or in a team
- Possesses well developed communication, interpersonal and numerical skills
- Is required to perform a range of computer tasks and may be required to regularly use a computer
- Is able to manage a small team of staff, assess performance, and implement improvements
- Is able to resolve complex problems
- Is able to represent the organisation at meetings when required
- May be required to monitor program budget.

Roles and responsibilities

- Oversees a range of client needs, undertakes or directs complex care tasks, initiates activities
- Regularly undertakes team leader or in-charge roles
- Develops and maintains effective communication with the team
- Assesses complex care or behaviour management needs, formulates, and reviews person-centred care plans
- Undertakes comprehensive documentation in client files
- Leads group activities
- Manages the kitchen and its environment in a safe and hygienic manner
- Will have a Certificate in Food Safety and Food Hygiene Level 2
- Will have a First Aid Level 2 Certificate

Support Worker 4

Indicative Roles

Experienced or Senior House Supervisor.

Skills, Roles and Responsibilities

An employee at this level meets the requirements set out for Level 4 for Administrative, Professional and Other Classifications.

ADMINISTRATIVE, PROFESSIONAL AND OTHER CLASSIFICATIONS

Definitions – Supervision

1. Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Unfamiliar situations requiring changes to standard procedures are referred to higher levels. Work is regularly checked.

2. Routine supervision

Direction is provided on tasks to be performed, with some latitude to rearrange sequences and discriminate between established methods. Procedures provide guidance to standard circumstances, and supervisor provides guidance to non-standard circumstances. Checking is selective rather than constant.

3. General direction

Major duties are set out in position description, supplemented by assignment of tasks as appropriate. Some tasks are covered by policy and procedure, but in other cases theoretical or technical knowledge, together with experience, is used to interpret procedures within policy. The employee will exercise some judgement about when to refer unusual situations to more senior staff for advice. Situation outside policy will be referred to more senior staff. Performance is checked by reporting and/or client feedback, rather than monitoring of each task.

4. Broad direction

Direction is provided in terms of objectives which may require planning around resource use. Limited guidance is available. The employee may be required to review and modify procedures. The employee may be expected to provide advice on changes to policy where necessary. Performance is measured against objectives. Employees at this level work with a degree of autonomy.

LEVEL 1

Indicative Roles

Clerical Assistant, Cleaner, Gardening Assistant, General Duties, Inexperienced Receptionist.

Roles and responsibilities (Clerical)

- (a) Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations.
- (b) Prepare and collate documents.
- (c) Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.
- (d) Perform routine reception and telephonist duties including the provision of routine information, however more complex enquiries will be referred to other staff.

Skills, knowledge and experience (Clerical)

- (a) Acquire and apply a limited knowledge of office procedures and requirements.
- (b) Employees in this grade work within established routines, methods and procedures.

- (c) Supervision is close.

Roles and responsibilities (Other support roles)

- (a) Straightforward manual duties

Skills, knowledge and experience (Other support roles)

- (a) Acquire and apply a limited knowledge of materials, such as cleaning chemicals, gardening equipments and chemicals, and hand tools.
- (b) Employees in this grade work within established routines, methods and procedures.
- (c) Supervision is close, moving to routine with experience.

LEVEL 2

Indicative Roles

Administrative Assistant, Data Entry Officer 1.

Roles and Responsibilities

Administrative Assistant means a person engaged to perform a range of administrative, including financial and clerical duties, under the routine supervision, moving to general direction with experience, of the Manager or another employee with delegated supervisory responsibility. The duties shall be clearly defined. Once familiar with the work place, an Administrative Assistant may be expected to exercise limited discretion and solve minor problems arising in the course of their duties and within clearly defined procedures, guidelines and policies of the organisation. Instruction and assistance will be readily available.

Such an employee may also provide limited direct support of clients of the service which do not require a level of skill and/or responsibility more properly exercised by a more senior employee.

Typical roles and responsibilities may include:

- (a) perform a range of routine general office duties of a clerical, administrative and/or support nature including, but not limited to, filing and the maintenance of existing records systems, bookings and mail outs;
- (b) perform routine reception and telephonist duties including the accurate provision of information;
- (c) demonstrate proficiency in the straightforward operation of keyboard equipment including data input and basic word processing;
- (d) demonstrate proficiency in the use of available office technology;
- (e) process agreements for purchasing services and accounts for payment.
- (f) Collect and process client data, determine eligibility and undertake basic client intake duties
- (g) Prepare and maintain client records

With experience, an Administrative Assistant shall be able to perform more complex administrative duties including, but not limited to, petty cash control, ordering, and invoicing under the direction of the manager or another employee with delegated supervisory responsibility.

Skills, knowledge and experience

- (a) Knowledge of work activities performed within the organisation.
- (b) Knowledge of procedures of the organization.
- (c) Proficiency in standard computing skills.
- (d) Sound skills in oral and written communication with other staff, clients and members of the public.
- (e) Ability to organize own work within established procedures and with ready access to guidance.

LEVEL 3

Indicative Role

Administrative Officer Grade 1, Data Entry Officer 2.

Roles and responsibilities

An Administrative Officer performs a range of administrative duties (from the simple to the complex) including, but not limited to, responsibilities such as:

- (a) Provides administrative and/or secretarial support requiring high levels of judgment, initiative, confidentiality and sensitivity in performance of work.
- (b) Provides factual advice and information which requires proficiency in the area's policies and procedures.
- (c) Provides general administrative support across a range of functions at a stand alone site where there is no senior managerial support present.
- (d) Undertakes reception duties without direct supervision, including in work areas where there is regular direct contact with clients who may have complex needs.
- (e) Takes responsibility for basic records management.
- (f) Organises and prepares for meetings and other events.
- (g) Supervise and provide necessary office-based training to administrative or other support employees.
- (h) Operates purchasing, inventory, asset control, payroll, accounts payable and receivable, and other administrative procedures.
- (i) Set up and maintain a full range of personnel, client data base and other management and administrative records required by the employer.

Skills, knowledge and experience

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

- (a) Sound knowledge of work activities performed within the organisation.
- (b) Sound knowledge of procedures of the organization.
- (c) Computing skills.
- (d) Sound skills in oral and written communication with other staff, clients and members of the public.
- (e) Ability to organize own work with minimum of direct supervision.
- (f) Ability to initiate and complete problem solving strategies
- (g) Where a degree is required, the entry point is Level 3 Year 3.

Organisational relationships

- (a) Works under routine supervision moving to general direction with experience.
- (b) Autonomy to arrange work in a manner the employee feels most comfortable with provided there is no change to defined work practices.

LEVEL 4

Indicative Roles

Administrative Officer Grade 2, Assessment and Booking Officer, Care Coordinator, Care Manager, Maintenance Supervisor.

Roles and responsibilities

Employees at this level perform a range of administrative/financial/human resources/program delivery tasks in a specific area or a range of areas under general direction of senior staff. May apply skills to a varied range of different tasks. An employee at this level is capable of functioning autonomously and prioritising work, within guidelines and established procedures

Typical roles and responsibilities may include:

- (a) Provides specialist expertise or advice in their relevant discipline.
- (b) Provides interpretation, advice and makes decisions within relevant policies and procedures.
- (c) Contributes knowledge in establishing procedures in the relevant work related field.
- (d) Supervises functions within a work area, or undertakes activities of a more complex nature than Level 3, and functions within budget parameters.
- (e) Provides assistance to a more senior employee in planning, co-ordinating, implementing and administering activities and policies.
- (f) Undertakes responsibility for moderately complex projects including planning, co-ordination, implementation and administration.
- (g) Is capable of functioning autonomously and prioritizing work within guidelines and procedures.
- (h) May be expected to monitor program performance and budget.

Skills, knowledge, and experience

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

- (a) Knowledge of statutory requirements relevant to work
- (b) Knowledge of the organisation's policies and activities.
- (c) Knowledge of the role of the organisation and its services and/or functions.
- (d) Sound discipline knowledge and problem solving skills gained through a combination of previous experience, training or education, equivalent to a degree or other recognised qualification, with some relevant experience.
- (e) Sound problem solving skills
- (f) Strong communication skills.
- (g) Strong organisational skills.

- (h) A high level of interpersonal skills in dealing with the public and other organizations.
- (i) Supervisory skills.

Organisational relationships

- (a) Works under general direction.
- (b) May supervise staff at lower levels and co-ordinate work in a distinct work area.
- (c) Responsible for areas of work involving discretion and individual judgement.
- (d) Functions in accordance with budgetary parameters.

LEVEL 5

Indicative Roles

Administrative Officer Grade 3, Senior Case Manager, Specialist Counsellor, Service Development Officer, Pastoral Care Coordinator, Team Leader, Finance Officer.

Roles and responsibilities

Roles and responsibilities may be as for Level 4, but in addition an employee at this level may be expected to perform duties as follows:

May provide specialist services according to professional qualifications and registration

May be required to co-ordinate the development , implementation and evaluation of programs and/or services

May be required to prepare funding proposals and budgets, and monitor program performance and budgets

May be expected to exercise a staff leadership role and supervise other employees

May be expected to develop policy proposals and other reports

Skills, knowledge, and experience

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

- (a) Knowledge of the organisation's programs, policies and activities.
- (b) Knowledge of the role of the organisation, its structure and services.
- (c) Sound discipline knowledge and problem solving skills gained through a combination of previous experience, training or education, equivalent to a degree or other recognised qualification, with substantial experience.
- (d) Strong problem solving skills
- (e) Strong communication skills
- (f) Strong organisational skills.
- (g) A high level of interpersonal skills in dealing with the public and other organizations.
- (h) Supervisory skills.

Organisational relationships

- (a) Works under general direction, or broad direction if employed in a specialist professional role where the employee is not supervised by a manager qualified in that discipline.

- (b) May supervise staff at lower levels and co-ordinate work in a distinct work area.
- (c) Responsible for areas of work involving discretion and individual judgement.
- (d) Functions in accordance with budgetary parameters.

LEVELS 6 and 7

Indicative Roles

Senior Administrative Officer, Team Leader, Program Manager

At Level 6 - Team Leader

At Level 7 - Experienced Team Leader, Program Manager

Levels 6 and 7 are differentiated by the level of management experience, and the size of the team or program.

Roles and responsibilities

Employees at this level will manage, mentor, supervise or train staff employed at lower levels.

Typical roles and responsibilities may include:

- (a) Undertakes responsibility for the planning, direction and evaluation of operations within work area or project.
- (b) Provides expert advice on matters of complexity within the work area and/or specialised area.
- (c) Demonstrates understanding of long term goals of organisation.
- (d) Contributes to multi-disciplinary processes and actively seeks review
- (e) Develops and manages networks of experts and/or interests.
- (f) Provides a consultancy service for a range of activities and/or to a wide range of clients.
- (g) Directly exercise delegated management functions.

Skills, knowledge and experience

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

- (a) Comprehensive knowledge of the policies and procedures of the organisation
- (b) Comprehensive knowledge of the relevant specialist discipline, gained through experience, education, or training, generally at tertiary level
- (c) Appreciation of the long term goals of the organisation
- (d) Detailed knowledge of program activities and work practices relevant to the work area
- (e) Knowledge of the structure and function of the organisation
- (f) Strong policy analysis and research skills, where relevant
- (g) Strong advocacy skills, where relevant
- (h) Strong communication skills
- (i) Strong organisational skills

- (j) A high level of interpersonal skills in dealing with the public and other organisations
- (k) Supervisory skills.

Organisational relationships

- (a) Works under broad direction.
- (b) Manages significant projects and/or functions.
- (c) Responsible for areas of work involving a high degree of discretion and judgement.
- (d) May supervise staff at lower levels.

LEVEL 8

Indicative Roles

Senior Manager, Financial Administrator Manager, Client Services Manager, Corporate Services Manager

Roles and responsibilities

Employees at this level will be responsible for high level and strategic management within the organisation and/or a specialised professional/policy/research function. Roles and responsibilities may include those prescribed for Level 7, but with an expectation that the role may have a greater impact within the organisation and externally.

Employees at this level are expected to operate with a high degree of autonomy.

Skills, knowledge and experience

As for Levels 6 and 7, but in addition an employee at this level will bring a multiperspective understanding to the development of policies and implementation of programs and new initiatives.

Organisational relationships

- (a) Works under broad direction, with a high degree of autonomy.
- (b) Manages significant projects and/or functions.
- (c) Responsible for areas of work involving a high degree of discretion and judgement.
- (d) May supervise staff at lower levels.

SCHEDULE 3 UCVT Policy – Portability of Service

Policy of UnitingCare Victoria & Tasmania regarding Portability of Entitlements

1 Purpose

The purpose of this policy is to provide enhanced career opportunities for lay staff of UnitingCare Victoria and Tasmania agencies by the development of an agreed process for the transfer of entitlements upon the movement of eligible staff members between agencies. (This policy will require review if certain categories of staff obtain recognition of service and transferring of Long Service within a sector under separate negotiations relating to their particular award.)

2 Criteria for Eligibility

In order to be granted continuity of service an employee must have no more than two calendar months break when transferring from one UnitingCare agency to another UnitingCare agency or terminating one position and recommencing with the same agency. Any period greater than sixty (60) calendar days from date of termination to commencement of the new position will result in a break in service.

3 Commencement Date

The entitlements documented under the policy will take effect from 1 January 2000, and determination of the years of service will commence from the starting date with the employing UnitingCare agency at that time.

4 Recognition of Eligibility

Documentation that employees are eligible to transfer entitlements to another agency of UnitingCare Victoria and Tasmania or the Synod of Victoria and Tasmania will be provided by the completion of a Certificate of Service to be held on files across parties to the agreement and in UnitingCare Victoria and Tasmania central files.

5 Employee Entitlements

Employee Entitlements that can be transferred to another agency/department within UnitingCare Victoria and Tasmania are:

6 Annual Leave

An employee has the option of carrying their accrued annual leave to the new agency or being paid out this amount as termination pay on the date of terminating from the first employer. The option to transfer the annual leave entitlement is dependent on both agencies involved agreeing and documenting this on the Certificate of Service, and transferring monies equivalent to the provision in the first agency's accounts to the second by the time of commencement.

7 Sick Leave

An employee can transfer any sick leave entitlements, including pro rata days, to a new employer up to a maximum of 152 hours. This transfer will not involve an exchange of money at agency level but will be a gesture towards the principle that employees are not greatly disadvantaged when transferring to other employers under UnitingCare Victoria and Tasmania.

8 Long Service Leave

Granting of continuity of service for employees who transfer between UnitingCare agencies ensures that these staff accumulates a provision for long service leave over the entire period of employment. It is recognised that a variety of awards and enterprise agreements are in place where the calculation of the entitlements varies from 13 weeks for 10 years service to 13 weeks for fifteen years.

It is incumbent on agencies to ensure they have appropriate administrative and accounting procedures in place to be able to transfer their portion of the costs to the current UnitingCare agency when the employee becomes eligible for payout of Long Service Leave (This is

usually ten years or the point when an agency is required to make a pro rate payment if the employee terminates) As a general rule the employer at the time of payout eligibility (10 year point) should request previous employer agencies to pay from their provision account the amount relating to that employees' entitlement at the time of transfer. (This figure will not include any CPI increases and is the dollar figure given on the Certificate of Service),

When the employee takes their long service leave, the current employer will be paying the full amount of entitlement at current rates of pay, the amount paid from previous agencies will not cover salary increases granted from the time of transfer.

Confirmation of these entitlements will be conveyed on the Certificate of Service exchanged between the parties. The UnitingCare Victoria and Tasmania copy of this Certificate of Service will be retained on file as a reference in case documented procedures are not followed. UnitingCare Victoria and Tasmania can also access this file for annual reviews and the issue of reminders to the agencies involved for the transfer monies on the due dates. Notification can also be undertaken when an employee has left UnitingCare Victoria and Tasmania agencies.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of **UnitingCare Goulburn North East**

SIGNATURE	NAME and TITLE
Address: 12 Rowan St Wangaratta VIC 3677	

In the presence of:

SIGNATURE	NAME
Date	

Signed for and on behalf of the **Employees of UnitingCare Goulburn North East** bound by this Agreement

SIGNATURE	NAME and TITLE
Address: 12 Rowan St Wangaratta VIC 3677	

In the presence of:

SIGNATURE	NAME
Date	