



**MINDA INCORPORATED**  
**ENTERPRISE AGREEMENT NO. 9, 2016**

## **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

### **1. TITLE**

This Agreement shall be known as the Minda Incorporated Enterprise Agreement No. 9, 2016.

This Agreement is arranged as follows:

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### 3. DEFINITIONS

**‘Aboriginal and/or Torres Strait Islander Person’** is an Employee who identifies as such and is regarded as an Aboriginal and/or Torres Strait Islander person by members of their community.

**‘Aboriginal and Torres Strait Islander Week’** will mean the week in which the National Aboriginal and Torres Strait Islanders day falls, as determined by the National Aboriginal and/or Torres Strait Islanders and Islander Day Observance Committee.

**‘Act’** means the *Fair Work Act 2009* (Cth) or its successor.

**‘Active’** means a shift where an employee is rostered and required to actively perform their duties for the duration of the shift.

**‘Afternoon Shift’** means up until 30 June 2016, a rostered shift that starts at or after 11.30am and finishes after 6.00pm to a maximum of 11 hours.

From the first full pay period on or after 1 July 2016 an ‘afternoon shift’ shall mean a shift that finishes after 8.00pm and at or before 12 midnight

**‘Agreement’** means the Minda Incorporated Enterprise Agreement No. 9, 2016.

**‘Casual Employee’** means an Employee engaged and paid as such but does not include an Employee engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has a reasonable expectation of continuing employment by the Employer.

**‘Compliance Training Requirements’** are training areas which may be designated by legislation or funding requirements as mandatory for certain Employee classifications.

**‘Continuous Service’** has the meaning provided in the Act as at the operative date of this Agreement.

**‘Day Shift’** means up until 30 June 2016, a rostered shift that starts at or after 6.00am and finishes at or before 6 pm, to a maximum of 11 hours.

From the first full pay period on or after 1 July 2016 a ‘day shift’ shall mean a shift that starts at or after 6.00am and finishes at or before 8.00pm.

**‘Employee’** means all employees of the Employer that are covered by this Agreement as per clause 9 of this Agreement.

**‘Employer’** means Minda Incorporated.

**‘Essential Training Requirements’** is training which may be designated by the Employer as mandatory for certain Employee classifications. All essential training is to be completed in paid working time.

**‘Family Member’** has the same meaning as the Act and includes:

- (a) a child of, or in the care of, the Employee or of the Employee’s spouse; or de facto spouse; or
- (b) spouse or de facto spouse of the Employee; or
- (c) parent or grandparent of the Employee or the Employee’s spouse or de facto spouse; or

- (d) sibling or grandchild of the Employee; or Employee's spouse or de facto spouse;  
or
- (e) person who is a member of the Employee's household.

**'Mutual Agreement'** means the genuine consent between the Employer and the Employee without coercion, either implied or expressed.

**'Night Shift'** means up until 30 June 2016, a rostered shift that starts at or after 7.00 pm and finishes after midnight to a maximum of 11 hours.

From the first full pay period on or after 1 July 2016, means a rostered shift that finishes after Midnight, or commences prior to 5am Monday to Friday, to a maximum of 11 hours.

**'Non Permitted Matters'** means matters which are not permitted for the purposes of the Act.

**'Ordinary Hours'** are an Employee's normal hours of work as provided by this Agreement that do not include overtime.

**'Ordinary Rate of Pay'** means an Employee's rate of pay for Ordinary Hours worked that does not include penalties, loadings, allowances, and incentive pay or bonus payments.

**'Part-time Employee'** means an Employee who is not a casual Employee and who is engaged to work less than the Full-time hours in accordance with clause 29.3 of this Agreement.

**'Passive Shift'** means a shift where an Employee is not required to actively perform duties on an ongoing basis for the duration of the shift, such as 'Sleepover'.

**'Permanent Afternoon and Night Shift'** means an Employee who works a regular pattern of afternoon and or night shifts. However, where such an employee agrees to work additional day shifts, then this shall have no effect on their permanent afternoon or night shift status.

**'Programmed Day Off'** means the entitlement to a day off accrued in accordance with this Agreement.

**'Pro-rata'** means the application of a benefit at a rate which is proportionate to the hours worked by a Full-time Employee.

**'Primary Position'** is a position held by the Employee as agreed with the Employer as being the Employee's substantive position.

**'Relevant Service'** means service with a different employer which includes the same or similar functions to that performed by the Employee with Minda Inc.

**'Rostered Day Off'** means the normal days off duty provided for in accordance with the roster but do not include programmed days off.

**'Salaried Employee'** means an Employee who is engaged in a Professional (PSO, DE, OPS) or Administrative (ASO) position who is not entitled to shift penalties in acknowledgement of their remuneration for the nature of the work they are engaged to perform (unless that Employee is expressly rostered as a Shift Worker or otherwise falls within the definition of Shift Worker).

**'Shift Worker'** means:

- (a) For Employees not principally engaged in Lifestyle Services:
  - (i) An Employee who is rostered to work their ordinary hours outside the ordinary hours of work of a 'day shift' as defined and is employed in an area of Minda's business in which shifts are continuously rostered 24 hours a day for 7 days a week; and/or
  - (ii) An Employee who works more than four ordinary hours on 10 or more weekends in any one year.
- (b) For Employees principally engaged in Lifestyle Services:
  - (i) An Employee who is rostered to work their ordinary hours outside the ordinary hours of work of a 'day shift' as defined and is employed in an area of Minda's business in which shifts are continuously rostered 24 hours a day for 7 days a week; and/or
  - (ii) An employee who works more than four ordinary hours on 10 or more weekends in any one year.
- (c) However, an employee who is principally engaged to work in Lifestyle Services who elects to perform additional ordinary hours in an area of Minda's business in which shifts are continuously rostered 24 hours a day for 7 days a week, will not come under the definition of a shift worker by reason of that employee:
  - (i) working outside the ordinary hours of work of a 'day shift' as defined; or
  - (ii) working more than four ordinary hours on 10 or more weekends in any one year;in that other area.

**'Spouse'** includes a de facto spouse and a former de facto spouse whether or not such person is of the same sex as the Employee.

**'Supported Employee'** means employees employed by Minda Incorporated and engaged in the occupations covered by the *Supported Employment Services Award 2010*.

**'Trade Certificate'** is an Australian Recognised Trade Certificate issued under the Tradesperson's Rights Regulation Act 1946.

**'Union'** means the United Voice Union and/or the Public Service Association.

#### **4. NON PERMITTED MATTERS**

No term of this Agreement is to be interpreted in any way, that would have the effect of making that term non permitted. None of the parties to this Agreement intends for any non permitted matters to be incorporated within this Agreement

#### **5. RELATIONSHIP BETWEEN THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS (NES)**

In accordance with section 61 of the Act, where the NES is more beneficial to an Employee, the NES will prevail over this Agreement to the extent that the NES provides a more favourable outcome to the Employee.

## **6. ANTI-DISCRIMINATION**

- 6.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 6.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 6.3 Nothing in this clause is to be taken to prevent:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
  - (b) until considered and determined further, the payment of different wages for Employees who have not reached a particular age;
  - (c) an Employee, the Employer or a registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 6.4 Nothing in this clause is to be taken to prevent:
- (a) A matter referred to in clause 6.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

## **7. DATE AND PERIOD OF OPERATION**

- 7.1 This Agreement will become operative 7 days after the date of approval by Fair Work Commission.
- 7.2 This Agreement will reach its nominal expiry date on 30 June 2019.
- 7.3 In the event that this Agreement is terminated the parties will undertake to continue to observe the terms and conditions of this Agreement, including the minimum entitlements of Employees, until such time as a new agreement comes into operation.
- 7.4 Despite clause 7.2, this Agreement will continue in force until it is superseded by a replacement agreement or terminated in accordance with this clause.
- 7.5 The Agreement may be varied or terminated in accordance with the Act.

## **8. RENEGOTIATION OF THE ENTERPRISE AGREEMENT**

The Employer will commence negotiating for a replacement Agreement not sooner than 6 months prior to the nominal expiry date of this Agreement.

## **9. PARTIES COVERED**

- 9.1 This Agreement covers:
- (a) the Employer as it operates in the State of South Australia;



- (b) all Employees employed by the Employer, with the exception of those Employees listed at clause 9.2 of this Agreement; and
- (c) United Voice and PSA/CPSU on behalf of their members.

9.2 This Agreement does not cover:

- (a) Supported Employees employed by the Employer engaged in the occupations covered by the Supported Employment Services Award 2010;
- (b) Employees covered by the Minda Incorporated Nurses Enterprise Agreement;
- (c) Employees who hold Executive or management positions that are remunerated at a higher level than is included in the classification structure contained within this Agreement; and
- (d) the Manager of Human Resources at the Employer due to the role and responsibilities pertaining to the negotiations of this Enterprise Agreement.

## **10. RELATIONSHIP TO PREVIOUS AGREEMENTS**

This Agreement rescinds and replaces all previous Minda Incorporated Enterprise Agreements. The terms of any applicable awards will not apply whilst this Agreement operates.

## **11. NO EXTRA CLAIMS**

11.1 The parties to this Agreement agree they will not pursue any extra claims in relation to matters pertaining to the relationship between the Employer and its Employees prior to the nominal expiry date of this Agreement.

11.2 Notwithstanding sub clause 11.1, it is agreed that throughout the life of this Agreement the parties will conduct a review of the meaning of the wording “24 hour period” and how it impacts upon the rostering and rest break provisions in the Agreement. The intention of the review is to identify and resolve any problems that may persist for either the employer or employees.

Where the parties agree to a resolution of any problems and the agreed resolution requires the terms of the Agreement to be varied, such a variation will be progressed in accordance with the Act.

Where both parties agree to a resolution but it does not require the terms of this Agreement to be varied then it will be incorporated in the next Agreement.

## **12. AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be kept at the Employer’s Brighton premises and at all main worksite locations.

## **13. LETTERS OF ENGAGEMENT**

13.1 All new Employees will be provided with a letter of engagement including the following information:

- (a) Name of Employer;
- (b) Name of Employee;

- (c) The Employer, Employees and Union(s) are party to an Enterprise Agreement, which in part, sets out their terms and conditions of employment;
- (d) Classification to which the employee is being appointed;
- (e) Rate of pay;
- (f) Working hours;
- (g) Date of appointment to that classification;
- (h) Status of employment (i.e. Full-time, Part-time, Casual); and
- (i) Reference to other relevant employment arrangements or policies and procedures.

## **PART 2 – OBJECTIVES OF THIS AGREEMENT**

### **14. OBJECTIVES**

14.1 The Objectives of this Agreement are:

to ensure that all parties take responsibility for initiatives designed to achieve ongoing improvements in productivity, efficiency and the enhanced performance of the enterprise;

- (a) to provide for wage increases;
- (b) to provide for a grievance and dispute process;
- (c) to provide a suitable framework for the ongoing identification of a broad range of initiatives;
- (d) to improve the effectiveness of program and service delivery outcomes;
- (e) to pursue optimum efficiency, improved skills development and more flexible work practices;
- (f) to maintain and improve occupational, health, safety and welfare;
- (g) to develop and maintain a co-operative and harmonious employment relationships;
- (h) to meet client needs.

### **15. CONTINUOUS IMPROVEMENT**

15.1 The parties to this Agreement will pursue continuous improvement in all areas at the workplace. In particular, the parties will:

- (a) be responsive to the changing environment and the need for the workforce to continually adapt to these changes;
- (b) be committed to providing a quality client service. In particular, undertake to:
  - (i) comply with and implement Commonwealth and State disability services standards, including primary and supporting standards;
  - (ii) provide professional care and services to Minda's clients and to respect the rights, interests and dignity of clients in all domains;
  - (iii) apply and maintain contemporary, professional standards and courtesies in all dealings with clients, families and carers of clients, and other agencies.

### **16. POLICIES AND PROCEDURES**

16.1 All current and future company policies and procedures must be complied with by the Employer and Employees. Any changes to existing policies or the implementation of new policies introduced will be communicated to Employees. The Employer undertakes that these policies and procedures do not reduce any entitlements contained in this Agreement.

16.2 All current policies and procedures will be kept on the Employer's Brighton premises and made available via the Intranet and/or in hard copy in areas where Employees can easily access them.

- 16.3 Where an Employee or their representative requests, the Employer will provide copies of any policies and procedures, where reasonably practicable, within two (2) working days of the request.
- 16.4 Minda's policies and procedures do not form part of this agreement.

## **PART 3 – CONSULTATION, INTRODUCTION OF CHANGE, DISPUTE RESOLUTION AND INDIVIDUAL FLEXIBILITY**

### **17. CONSULTATIVE ARRANGEMENTS**

17.1 Consultative arrangements will be developed and meetings convened as required to ensure successful implementation of the Agreement and to discuss any potential disputes about matters affecting Employees covered by the Agreement.

#### **17.2 Industrial Liaison Committee**

17.2.1 The parties acknowledge the mutual benefit to the Employer and Employees of a harmonious workplace.

17.2.2 To facilitate this, the parties to this Agreement have formed an Industrial Liaison Committee comprising of equal numbers of Employee representatives and Employer representatives.

17.2.3 The Committee shall be not less than four (4) and not more than eight (8) members in total.

17.2.4 The Committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern.

17.2.5 The Committee will usually meet bi-monthly or as otherwise agreed by the Committee and will be jointly chaired by a representative of the Employer and a nominated representative of the Employees.

17.2.6 It shall not be open to the Committee to reach resolutions which attempt to negate or amend the terms or intent of an enterprise agreement.

17.2.7 To ensure continuity members will have a minimum term of two (2) years on the Committee.

17.2.8 The terms of reference will include:

- (a) To review the implementation and to seek joint remedies where the objectives of the Agreement are not being met;
- (b) To review and make recommendations on key productivity improvements, and to measure the effectiveness of those initiatives;
- (c) To review and make recommendations on training and development
- (d) To review and make recommendations on workload issues;
- (e) Efficient use of time through better systems, planning and coordination
- (f) To receive reports and review the operation of Voluntary Flexible Working Conditions within Minda;
- (g) To assess industrial relations issues that may arise from time to time and seek joint remedies.
- (h) reduced wastage across the organisation of paper and other disposable products through appropriate ordering and recycling and efficient use of consumable resources

- (i) service delivery improvements through improved work practices

17.2.9 Clause 17.2 is not intended to substitute for consultation under clause 18 of this Agreement.

## **18. INTRODUCTION OF CHANGE**

### **18.1 General**

- (a) This clause applies if the Employer:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) Once an Employee has advised the Employer of the identity of their appointed representative, the Employer must recognise the representative for the purposes of consultation under this clause.
- (d) In this clause relevant Employees means the Employees who may be affected by a change referred to in subclause 18.1(a)(i).

### **18.2 Major Change**

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

#### **18.2.2 Roster changes**

Despite clause 18.1, the following will apply in relation to the proposed alteration of hours of work or roster changes of a long-term or permanent nature that would impact on an employee(s), including variations in an employee's take home pay or entitlements. The following will also apply where there is a proposed alteration to the hours of work to introduce a system of averaging the hours of work (150 or 152 hours) over 28 days.

Where such roster changes are proposed for an Employee or a group of Employees, the Employer commits to consultation regarding the proposed changes and the impacts of such changes with the effected Employees and the relevant Union(s) prior to finalising the change. Consultation in regards to such roster change will be conducted in accordance with clauses 18.2.3, 18.2.4 and 18.2.5.

Where the roster changes proposed are of a short term nature to cover events as defined in clause 33.4, this clause will not apply.

- 18.2.3 Where the Employer is considering the implementation of change in accordance with 18.2.1 or 18.2.2, the Employer must notify Employees and the relevant Union(s) in writing, at least 30 days prior to the proposed implementation of change, of:
- (a) The introduction of the change;
  - (b) The employees likely to be affected;
  - (c) The nature of and terms of the proposed change(s);
  - (d) The effect the change is likely to have on Employees;
  - (e) Any measures to avert or mitigate any adverse effects of such changes;
  - (f) The manner in which it is intended to operate; and
  - (g) Any other matters likely to affect the Employees.
- 18.2.4 The parties commit to the following consultative principles:
- (a) Consultation involves the sharing of information and the exchange of views between the Employer, the Union and Employees. The Union(s) and Employees must be consulted during the notice period and given a genuine opportunity to contribute effectively to any decision making process.
  - (b) The Union(s) will be given the opportunity to adequately consult with the employees it represents in the workplace in paid time, in relation to any proposed changes that may affect employees' working conditions.
  - (c) The parties will give prompt consideration to matters raised by another party to this Agreement.
  - (d) If the Employer's decision has been varied through the notice period, the Employer will provide seven (7) days notification of the date when the varied decision will take effect.
- 18.2.5 The Employer agrees to meet and discuss any proposed changes, where requested by the Union(s).
- 18.2.6 Any dispute arising as a result of clause 18.2 will be resolved under the grievance and dispute settling procedure (clause 19).
- 18.2.7 The status quo will remain where a dispute has been formally invoked under clause 18.2.2 until such time that the disputed matter has been resolved or otherwise determined in accordance with that clause.

## **19. GRIEVANCE AND DISPUTE SETTLING PROCEDURES**

- 19.1 The intention of this procedure is to facilitate the timely resolution of grievances and disputes between the Employer and Employees, provide for parties to nominate a representative of their choosing, and prescribe a role for independent determination of the matters if the parties are unable to settle the matter themselves.
- 19.2 The scope of the procedures are to be construed widely, so as to facilitate dispute resolution.
- 19.3 The following procedure will apply if a dispute arises out of this Agreement or in relation to the National Employment Standards or any other work related matter:

- Step 1** The Employee(s) will discuss the matter with their immediate supervisor.
- Step 2** If the matter is not resolved at Step 1, the Employee(s) and a person from the Employer's management will meet to discuss the matter.
- Step 3** If the matter is not resolved at Step 2, the Employee(s) and a person from the Employer's senior management will meet within a reasonable time to discuss the matter.
- Step 4** If the matter is not resolved at Step 3, the Employee(s) and a person from the Employer's Executive will meet within a reasonable time to discuss the matter.
- Step 5** If the matter is not resolved at Step 4, the Employee(s) and the Chief Executive Officer will meet within a reasonable time to discuss the matter.
- Step 6** If the matter is still not resolved at Step 5, the parties will meet and confer and discuss whether they can agree upon an independent conciliator or mediator to assist in the resolution of the matter.
- Step 7** In the event that the parties are able to agree on an independent conciliator or mediator to assist in the resolution of the matter, both parties will notify such person or body. At this stage the independent body will be empowered to conciliate or mediate resolution.
- Step 8** In the event that the parties cannot agree upon an independent conciliator or mediator, or such person is unable to settle the grievance or dispute, under Step 6 and within 48 hours of Step 6 being commenced, then any party to the dispute or representative may apply to the Fair Work Commission(FWC) to resolve the matter.

1. FWC will initially deal with a dispute by:
  - (a) mediation or conciliation; and/or
  - (b) making a recommendation or expressing an opinion.
2. If the dispute remains unresolved, the FWC may arbitrate the dispute.
3. Without limiting any powers available under the Fair Work Act 2009, FWC may exercise the procedural powers in relation to conferences, hearings, evidence and submissions which are necessary to effectively settle the dispute.
4. Subject to (5) below, a decision of FWC under this dispute resolution procedure will bind the parties.
5. Notwithstanding (4) above, either party may exercise a right of appeal against the decision to a Full Bench.

19.4 Without prejudice to either party:

- (a) the parties must negotiate in good faith during all stages of the dispute resolution procedure; and
- (b) Employees must perform work in accordance with the Employer's directions, unless they have a genuine and reasonable concern about an imminent risk to their health and safety.



- (c) Where an Employee is unable to go to their immediate supervisor to resolve any matter as per, clause 19.3, Step 1, the Employee may go directly to their next level manager as per clause 19.3 Step 2 and or Human Resources in an attempt to resolve the matter.
- (d) unless specified in this clause, the parties agree that a time frame for the resolution of the dispute will be agreed. Where agreement cannot be reached, the matter may be taken to the next step as provided in this clause.

19.5 The Employer is entitled to be represented by a representative of its choice at all stages of the dispute resolution procedure.

19.6 Employees are entitled to be represented by a representative of their choice at all stages of the dispute resolution procedure.

## **20. UNION REPRESENTATION**

### **20.1 Union Rights**

- 20.1.1 A Union Official may enter Minda premises, with at least 24 hours notice, for any purpose connected to this Agreement, including;
- (a) consultation with persons covered by the Agreement about their rights and obligations under the Agreement;
  - (b) consultation with persons covered by the Agreement about the operation of the Agreement;
  - (c) to deal with disputes arising out of the Agreement;
  - (d) consultation with Employees about the negotiation of a replacement Agreement
  - (e) to meet with the Employer when bargaining for a replacement to the current Agreement;
  - (f) to assist with representing an Employee in dealing with the resolution of disputes;
  - (g) to assist with representing an Employee in consultation over workplace change;
  - (h) to attend regularly scheduled corporate induction meetings for new Employees of Minda Incorporated, for the purpose of informing them of the benefits of becoming a member of the Union.
- 20.1.2 However, nothing in this clause provides the Unions with a right to enter premises contrary to the Act.

### **20.2 Union Delegates' Role**

- 20.2.1 The Employer acknowledges the role Union Job Delegates undertake in the workplace in relation to union activities that support and assist members.
- 20.2.2 Employees will be given access to Union Job Delegates during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 20.2.3 Up to eleven (11) United Voice Union Job Delegates will be provided 30 minutes of paid time on a quarterly basis (maximum of 4 per calendar year) to attend a delegate meeting, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 20.2.4 Provided that service delivery and work requirements are not unduly affected, Union Job Delegates will be provided convenient access to staff and management representatives and facilities for the purposes of undertaking Union activities that support and assist members. Such facilities include reasonable access where practicable to telephones, the use of Internet and email facilities to exchange information with the Union, facsimile and photocopying facilities, meeting rooms, and space on notice boards. It is expected that management and Union Job Delegates will take

a reasonable approach to the responsible use of such facilities for information and communication purposes.

- 20.2.5 Subject to the relevant Employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment. Such documents can only be viewed within the confines of the Human Resources department at which time a Human Resources representative must be present.

### **20.3 Union Delegates' Role in Negotiating Agreements**

- 20.3.1 Up to two (2) United Voice and one (1) PSA Union Delegate will be provided up to three (3) hours per week paid time during enterprise bargaining negotiations to participate in the bargaining process.
- 20.3.2 Up to five (5) United Voice and two (2) PSA Union Delegates will be provided up to four (4) hours per month paid time during enterprise bargaining negotiations to participate in the bargaining process.

### **20.4 Union Use of Notice Boards**

- 20.4.1 The Employer will continue to provide space on notice boards for the purposes of displaying Union notices and information. Union information will remain on notice boards only while accurate and relevant.
- 20.4.2 An authorised representative of a Union covering Employees at Minda will be permitted to place Union material in the space on the notice boards which must not be removed by any person other than an authorised Union representative.
- 20.4.3 The Union/s acknowledge its obligation to ensure Union material is up to date, relevant and accurate.
- 20.4.4 The Employer is entitled to remove any material considered to be inaccurate or offensive.

### **20.5 Industrial Relations Education Leave**

- 20.5.1 Union Job Delegates may be granted up to five (5) working days paid time off (no-cumulative) per calendar year to attend industrial relations education sessions inclusive of Management Committee Meetings, Union Conferences and ACTU Congress.
- 20.5.2 Union Job Delegates must notify the Employer of their intention to take industrial education leave, no later than four (4) weeks prior to the commencement of the leave. The notification must include the times and dates of the intended leave, and the name of the training provider.
- 20.5.3 The maximum obligation on Minda in any one calendar year is:
- (a) United Voice, no more than five (5) delegates need to be granted leave at any one time and no more than 15 days combined leave for all delegates need be paid in any one calendar year.
  - (b) Public Service Association (PSA) no more than two (2) delegates need to be granted leave at any one time and no more than 10 days combined leave for all delegates need be paid in any one calendar year.

- 20.5.4 At Minda's discretion and provided that service delivery and work requirements are not unduly affected a maximum of:
- (a) Up to 10 United Voice Job Delegates may be granted one (1) days leave to attend the annual Trade Union Convention. This leave will form part of the maximum five (5) working days outlined in clause 20.5.1 and of the maximum number of 15 days outlined in 20.5.3 (a).
  - (b) Up to 2 PSA Job Delegates may be granted one (1) days leave to attend the annual Trade Union Convention. This leave will form part of the maximum five (5) working days outlined in clause 20.5.1 and of the maximum number of 10 days outlined in 20.5.3 (b).
- 20.5.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time such leave shall not be unreasonably refused.
- 20.5.6 Upon written request from the Union/s, Employees may be granted paid recreational leave or special leave without pay to undertake work with the Union or where approved structured Union training courses are longer than five (5) working days.

## **PART 4 – TRAINEESHIPS/APPRENTICESHIPS**

### **21. TRAINEESHIPS/APPRENTICESHIP**

- 21.1 Existing Full-time and Part-time Employees are encouraged to apply to undertake an approved traineeship or apprenticeship, and if eligible may be offered a traineeship or apprenticeship by the Employer.
- 21.2 The terms and conditions under which a trainee or apprentice may be engaged are set out in Schedule 2.

## **PART 5 – CLASSIFICATIONS, WAGE RATES AND SUPERANNUATION**

### **22. PROBATIONARY PERIOD**

- 22.1 All new permanent Employees will be subject to a three (3) month probationary period.
- 22.2 Where the Employer identifies performance issues with an Employee within the above probationary period, the probationary period may be extended by a maximum of up to three (3) further months before confirming the Employee's permanent employment.
- 22.3 Either party may terminate the employment relationship during the probationary period for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) weeks' notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal where no notice or payment in lieu applies.

### **23. EMPLOYEE CLASSIFICATIONS**

Employees will be classified in accordance with the provisions contained in Schedule 1.

### **24. WAGES**

- 24.1 All Employees will be entitled to wage increases during the term of this Agreement as follows:
- (a) From the beginning of the first full pay period commencing on or after **1 December 2015 – 2.0%** (paid in advance for Disability Support Workers employed on the DSW scale. at Schedule 1.)
  - (b) From the beginning of the first full pay period commencing on or after **1 July 2016– 2.0%**.
  - (c) From the beginning of the first full pay period commencing on or after **1 July 2017– 2.0%**.
  - (d) From the beginning of the first full pay period commencing on or after **1 July 2018 – 2.0%**
- 24.2 In addition to 24.1, the following wage increases will apply to particular classifications during the term of this Agreement as follows:
- (a) Disability Support Workers employed on the DSW scale and Support Leaders employed on the SL scale at Schedule 1, will, in addition to 24.1(b) receive from the beginning of the first full pay period commencing on or after **1 July 2016 – 5.0%, giving a total of 7%**.
  - (b) Disability Support Workers level 2.3 and 2.4 only employed on the DSW scale and Support Leaders employed on the SL scale at Schedule 1, will, in addition to 24.1(d) receive from the beginning of the first full pay period commencing on or after **1 December 2018 – 1.0%**.
- 24.3 The parties recognise that the wages in this Agreement reflect the Employer's capacity as a not-for-profit, non-government community service provider with limited government funding. Wage increases provided for will have to be fully funded or paid from savings gained from productivity and efficiency improvements negotiated and included in this Agreement, and from the Employer's existing budget allocation.

- 24.4 In the event that an Employee's base rate of pay under this Agreement falls below the relevant base rate of pay in the applicable modern award, the base rate of pay in the applicable modern award will prevail over the base rate of pay in this Agreement. It is specifically noted however that the Employees will not be paid any modern award increases or their equivalent unless the Employee's base rates of pay fall below the adjusted base rate of pay in the applicable Modern Award.
- 24.5 Wages will be paid electronically on a fortnightly basis. Any shortfalls will be adjusted electronically in the next pay period.
- 24.6 Where the ordinary hours of work are averaged over 28 days and an employee works more or less than their ordinary hours each fortnight during the roster cycle, the employee is to be paid the average of ordinary hours per fortnight during the roster cycle - so as to avoid fluctuating wage payments in each pay period.

#### **24.7 Payroll Deductions**

The Employer will make deductions from wages for any purpose authorised by an Employee who is covered by the Agreement, provided that the deduction is a 'Permitted Deduction' as defined by s 324 of the Act.

#### **24.8 Calculation of Salaries**

Where, for the purpose of any provision of this Agreement, it is necessary to convert an annual salary into an hourly rate, it will, in every instance, be ascertained by using the following formula; multiply the annual rate by 12, divide by 313; and divided by the Full-time Hours of work applicable under clause 29.2 (either 76 or 75).

### **25. HIGHER DUTIES**

Higher duties is to be used where an Employee is authorised to relieve another Employee on unplanned or short term leave of absence which is no greater than four (4) weeks in length.

#### **25.1 Direct Support Staff**

- 25.1.1 A Disability Support Worker, DSW Level 1 or DSW Level 2 relieving a Support Leader for more than two (2) hours but less than 4 weeks (28 days) will be paid the entire shift at the Support Leader Level 1.
- 25.1.2 A Disability Support Worker, DSW Level 1 or DSW Level 2 relieving a Support Leader for a period greater than 4 weeks (28 days) will not be considered to be on higher duties and will be temporarily acting and paid for all hours worked at the classification level appropriate for the position and based on the qualifications of the Employee.
- 25.1.3 A Vocational Services Officer, VSO Level 1 or VSO Level 2 asked to relieve at a higher level for a period for more than two (2) hours but less than 4 weeks (28 days) will be paid at the VSO Level 3, 1<sup>st</sup> increment rate of pay for the entire shift or period.
- 25.1.4 A Vocational Services Officer, VSO Level 1 or VSO Level 2 asked to relieve at a higher level for a period greater than 4 weeks (28 days) will not be considered to be on higher duties and will be temporarily acting and paid for all hours worked at the classification level appropriate for the position and based on the qualifications of the Employee.

## 25.2 All Other Employees

25.2.1 Employees who are required to perform the duties of another Employee in a higher classification covered by this agreement for more than two (2) consecutive and full working days will be paid for all subsequent and consecutive time actually worked at, at least the first increment level of the next classification.

25.2.2 Where an Employee is acting in a higher position which is not covered by this agreement for more than two (2) consecutive and full working days will be remunerated at the first increment of an appropriate classification equal to the remuneration of the relieved position.

## 26. MIXED FUNCTIONS

26.1 An Employee may work shifts at a different classification to their normal position.

26.2 Where an Employee elects to work a shift which has a lower classification, they will be paid the lower rate of pay for the entire shift.

26.3 Where an Employee is directed to work a shift which has a lower classification, they will be paid the Ordinary Rate of Pay of their substantive position.

## 27. SUPERANNUATION

### 27.1 Definitions

**'Complying Fund'** is a fund that has elected to be regulated and complies with the regulatory provisions as defined in the Superannuation Industry Supervision Act 1993 and has not received a notice of non-compliance.

**'Default Fund'** is a Nominated Fund which will be selected by the Employer on behalf of an Eligible Employee if the Employee fails to notify the Employer of their choice of Nominated Fund.

**'Eligible Employee'** is one who earns the minimum prescribed amount per month for entitlement in the *Superannuation Guarantee (Administration) Act 1992*.

**'Nominated Fund'** means an approved deposit fund which is a Compliant Fund.

**'Ordinary Time Earnings'** means, for the purposes of the Superannuation Guarantee (Administration) Act 1992, an Employees Agreement classification rate and penalty loadings including weekend and public holiday rates where the time worked is part of the Employee's ordinary hours of work and such ordinary time earnings will operate to provide a notional earnings base.

**'Superannuation Legislation'** means the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### 27.2 Membership of Nominated Fund

27.2.1 The Employer will offer full choice of Complying Funds to Employees.

27.2.2 An Employee may nominate any Complying Fund as their Nominated Fund.



- 27.2.3 The Employer will provide eligible Employees a membership application pack for the Default Fund.
- 27.2.4 If an Employee does not nominate a Nominated Fund before the end of the last pay period of their first month of employment, the Employer will deposit their superannuation guarantee funds into the Default Fund.
- 27.2.5 The Default Fund will be HESTA Super Fund or any superannuation scheme or other Complying Fund which may succeed it.

### **27.3 Contributions**

- 27.3.1 The Employer will make regular contributions to the Nominated Fund for an Employee in accordance with the prevailing Superannuation Legislation, Superannuation Guarantee Rate and the rules of the Nominated Fund, such contributions to be based on the Employee's ordinary time earnings.
- 27.3.2 An Employee may elect to make voluntary contributions to their Nominated Fund in accordance with the rules of the Nominated Fund.

## **28. SALARY PACKAGING**

### **28.1 Salary Packaging**

- 28.1.1 Salary packaging allows Employees to change the structure of their remuneration package and take non-cash benefits in lieu of salary.
- 28.1.2 Participation in the scheme is voluntary.

### **28.2 Remuneration Package**

- 28.2.1 '**Remuneration Package**' means salary, wages and other remunerative entitlements payable directly or indirectly by the Employer to the Employee but excludes the statutory obligations of Employer-funded superannuation.
- 28.2.2 An Employee may salary package a part of their remuneration package in accordance with the rulings of the Australian Taxation Office (ATO).

### **28.3 Entitlements**

- 28.3.1 The adoption of salary packaging will not change or affect future entitlements that are payable to Employees' salary and other conditions of employment. For example, annual leave and superannuation entitlements will be unaffected by salary packaging as in the terms agreed as per clause 28.1.
- 28.3.2 An Employee may salary package to Employee funded superannuation, but salary packaging will not affect an Employee's entitlement to Employer funded superannuation, pursuant to the *Superannuation Guarantee (Administration) Act 1992*.

### **28.4 Fringe Benefits Taxation**

- 28.4.1 The value of an Employee's remuneration package after packaging should be no more than the total value prior to packaging. Any additional costs in taxation will be payable by the Employee.

28.4.2 The total component of the salary package must not exceed the amount allowable by the ATO in the fringe benefits tax year.

28.4.3 Benefits provided by Minda outside of salary packaging arrangements rank first in calculation of Fringe Benefits Tax.

### **28.5 Written Agreement**

28.5.1 The requirements of this clause will be satisfied when the Employer and the Employee make a written agreement in which the Employee requests and the Employer agrees to salary packaging in accordance with the terms of this Agreement.

### **28.6 The Written Agreement Must**

28.6.1 Clearly state the proposed arrangements for payment of the total remuneration including the agreed value of any non-monetary item, the net impact on take home pay and the liability for taxation obligations and administrative expenses which may arise from the arrangement; and

28.6.2 Recommend that the Employee take independent financial advice prior to the commencement of the proposed written agreement.

### **28.7 Withdrawal From Salary Packaging**

28.7.1 In the event of an unforeseen change affecting salary-packaging arrangements, either party may withdraw by providing one month's notice to the other.

## **PART 6 – HOURS OF WORK, BREAKS, OVERTIME**

### **29. ORDINARY HOURS OF WORK**

#### **29.1 All Employees**

- 29.1.1 Employees shall not work more than 11 ordinary hours in a 24 hour period (without attracting overtime rates) except at regular changeover of shifts.
- 29.1.2 Employees will be rostered to work not more than 7 consecutive days and not more than 10 days in a 14-day period.
- 29.1.3 The parties acknowledge that at the time this Agreement was made the ordinary hours of work were averaged over a fortnight. Any proposal to move to an averaging of ordinary hours of work over 28 days is subject to consultation occurring in accordance with clause 18.

#### **29.2 Full-time Employees**

- 29.2.1 Subject to clause 29.1.3, for Salaried Employees who are day workers, the ordinary hours of work will be an average of 37.5 hours per week, or 75 hours per fortnight or 150 hours over 28 days.
- 29.2.2 Subject to clause 29.1.3, for Salaried Employees who are Shift Workers, the ordinary hours of work will be an average of 37.5 hours per week or 75 hours per fortnight or 150 hours over 28 days.
- 29.2.3 Subject to clause 29.1.3, for all other Employees the ordinary hours of work will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 29.2.4 Subject to clause 34, overtime shall not be payable unless the total time worked exceeds the Employee's Full-time hours determined by clause 29.2.1, 29.2.2 or 29.2.3, or is outside the Employee's rostered hours. Overtime shall be paid at the rates prescribed in clause 34 of this Agreement.
- 29.2.5 Where a system of averaging the ordinary hours of work over 28 days is applied, the following will occur in regards to the payment of overtime:
  - (a) Overtime in excess of the Employee's Full-time hours will be paid at the end of the 28 day cycle.
  - (b) Overtime outside of an Employee's rostered hours shall be paid in the fortnightly pay period in which it was worked.
- 29.2.6 The Ordinary Hours worked on each shift will be up to 11 hours but no shorter than four (4) hours on any one day or shift.

#### **29.3 Part-time Employees**

- 29.3.1 A Part-time Employee is engaged to work a minimum of 20 ordinary hours per fortnight but less than the Full-time ordinary hours defined in Clause 29.2.
- 29.3.2 The Ordinary Hours worked on each shift will be up to 11 hours but no shorter than two (2) hours on any one day or shift.

- 29.3.3 Subject to clause 29.1.3, where a Part-time Employee agrees to work beyond their minimum contracted hours and up to 38 ordinary hours per week or 76 hours per fortnight or 152 hours over 28 days (37.5/75 hours for Salaried Employees), these hours will be regarded as an extension of their contracted hours for that period and will be paid at their Ordinary Rate of Pay.
- 29.3.4 Part-time Employees will be entitled to Pro-Rata Annual Leave, Personal Leave and all other leave as provided for in this Agreement.

## **29.4 Casual Employees**

- 29.4.1 Employees who do not meet the definition of a part-time employee and who are not a full-time employee will be paid as a casual. Casual employees are engaged and paid as such.
- 29.4.2 The Ordinary Hours worked on each shift will be up to 11 hours but no shorter than two (2) hours on any shift.
- 29.4.3 For Ordinary Hours, Casual Employees will be paid an additional 25% loading of the ordinary rate of pay.
  - (a) Where “time and a half” is applicable, the rate of pay inclusive of casual loading will be 175% of the Ordinary Rate of Pay.
  - (b) Where “double time” is applicable, the rate of pay inclusive of casual loading will be 225% of the Ordinary Rate of Pay.
- 29.4.4 Casual Employees will not be entitled to paid leave, including personal leave, annual leave or public holidays.
- 29.4.5 Casual Employees who have been employed by Minda for a continuous period of at least 12 months on a regular and systematic basis, and where their employment is consistent with that of Part-time employment as defined, shall be entitled to apply to have their employment converted to Part-time status as defined by clause 29.3.
- 29.4.6 Where conversion to part time employment is approved by Minda, the Employee’s service for the purpose of leave entitlements shall be treated as continuous. From the effective date of the conversion to Part-time employment, the Employee shall accrue entitlements as a Part-time Employee and will no longer be paid or entitled to payment of the casual loading paid under clause 29.4.3.

## **30. PROGRAMMED DAYS OFF**

### **30.1 Entitlement**

- 30.1.1 Full-time Employees will accrue a Programmed Day Off (PDO) subject to the requirements in the subclauses below.
- 30.1.2 Full-time Employees engaged to work an average of 37.5 hours per week; one (1) PDO will accrue per month (i.e. on a four week cycle) where the Employee works an average of 39.5 hours per week.
- 30.1.3 Full time Employees engaged to work an average of 38 hours per week; one (1) PDO will accrue per month (i.e. on a four week cycle) where the Employee works an average of 40 hours per week.

- 30.1.4 Employees do not accrue hours towards PDO credits when the Employee is on paid or unpaid leave of absence.

### **30.2 Banking Of PDOs**

- 30.2.1 An Employee is only permitted to bank up to three (3) PDOs at any one time.
- 30.2.2 Unless otherwise agreed, Employees who have banked three (3) PDOs are not permitted to work further extra hours until their PDO balance is brought below the three (3) day limit.

### **30.3 Taking PDOs**

Subject to clause 30.2.2, an Employee must take a PDO within two (2) months of its accrual.

### **30.4 Notice of PDO**

Except as provided in Clause 30.5 of this Agreement, each full time Employee will be advised by the Employer at least 7 days in advance of the day to be taken off.

### **30.5 Substitute Days**

- 30.5.1 The Employer may substitute an Employee's PDO for another day to cover emergency situations and to meet the service needs of the Employer.
- 30.5.2 An individual full time Employee may, if agreed to by the Employer, substitute the day the Employee is to take off for another day, provided that no Employee will be rostered to work on more than seven (7) consecutive days.

### **30.6 Required to Work on a PDO**

Subject to clause 30.5 of this Agreement, an Employee required to work on a day otherwise nominated as a PDO will be paid for the actual hours worked.

### **30.7 Termination of Employment**

Where the employment of a Full-time Employee is terminated or an Employee has resigned and the Employee has not taken a PDO in the work cycle in which the termination occurs, the wages due to the Employee will include credits accrued in the 4 week cycle plus any other PDO credits accrued as part of their current PDO credit balance. All accrued PDO credits will be paid at the ordinary rate of pay.

### **30.8 Voluntary Training on a PDO**

Where an Employee voluntarily attends lectures, tutorial, practical training work, exams or other training on a day which would otherwise have been nominated as a PDO, the Employee will not be entitled to a substitute PDO and will have been deemed to have taken it.

### **31. FLEXIBLE WORKING HOURS**

- 31.1 The Flexible Working Hours clause permits the Employer and any Full-time or Part-time Employee to mutually agree to the performance of additional shifts, hours and flexible working arrangements.
- 31.2 While a flexible working arrangement may be agreed, there will be no change to an Employee's contract of employment including the express contracted hours of work.
- 31.3 The provisions of this clause relating to additional hours will only be available by mutual agreement.

#### **31.4 Part-time Employees**

- 31.4.1 The Employer recognises that some Part-time Employees may wish to work additional hours and others seek to balance work with other commitments and do not wish to take on additional hours.
- 31.4.2 Part-time Employees will need to indicate their interest in being offered extra hours.
- 31.4.3 A Part-time Employee who has for a period of at least 12 continuous months, been regularly working additional hours and has a reasonable expectation that the need to work such additional hours will be ongoing, is entitled to apply, in writing, to have the additional hours added to their substantive hours. For the purposes of this clause 12 continuous months means the 12 continuous months immediately preceding the date of the written application to the Employer, for the additional hours.
- 31.4.4 Upon receiving a written application from an Employee pursuant to clause 31.4.3, the Employer will, within four (4) weeks of receiving such a request, indicate in writing whether an increase in the Employee's substantive hours of work is, or is not, agreed to. Where an increase is not agreed to, the Employer will provide a written explanation of those reasons.
- 31.4.5 Where the Employer agrees to an Employee's request to have additional hours added to the Employee's substantive hours, the resulting total will form the Employee's new substantive working hours. An Employee may only vary these new substantive hours with the written agreement of the Employer.
- 31.4.6 Where the actual amount of additional hours regularly worked by an Employee during the 12 months qualifying period are variable, the Employer will determine the number of additional hours to be offered to the Employee on a substantive basis and their configuration, taking into account:
  - (a) The average of the additional hours worked in the 12 month qualifying period;
  - (b) The Employee's regular pattern of employment during the qualifying period; and
  - (c) Operational requirements.

### 31.5 Full-time Employees

- 31.5.1 Mutually agreed flexible working hours for Full-time Employees have been jointly developed to acknowledge the mutual benefit to the Employer and the Employee to balance work and other (including family) commitments.
- 31.5.2 The introduction of the flexible working hours clause has also increased the flexibility of the Full-time Employees, in line with current requirements of the Part-time Employees and to increase equity between these groups of Employees.

### 31.6 All Employees

- 31.6.1 If by mutual agreement, an Employee elects to work additional shifts it shall not be more than 7 consecutive days and not more than 12 days in a 14 day period.

## 32. SHIFT WORK

- 32.1 Any Employee whilst working on an Afternoon Shift Monday to Friday, except on a Public Holiday, shall be paid 15% more than the Ordinary Rate of Pay.
- 32.2 Any Employee whilst working on a Permanent Afternoon Shift Monday to Friday, except on a Public Holiday, shall be paid 20% more than the Ordinary Rate of Pay.
- 32.3 Any Employee whilst working on a Night Shift, including permanent Night Shift Monday to Friday, except on a Public Holiday, shall be paid 30% more than the Ordinary Rate of Pay.
- 32.4 These penalties are not payable in respect of work performed by Salaried Employees who are not expressly rostered as Shift Workers.
- 32.5 Where additional shifts are worked, an unpaid break of at least 15 minutes must be taken by the Employee before commencement of the next shift.
- 32.6 Except at regular changeover of shifts a Full-time Employee shall not be required to work more than one (1) shift each 24 hours. Provided, however, that where the Employer and the Employee so agree, the method of rostering and working shifts may be varied, in accordance with the Hours of Work and Flexible Working Hours clauses in this Agreement.

### 32.7 Explanatory Table for Shift Penalties

Shift Type	Loading
Afternoon Monday -Friday (except on a public holiday)	15%
Permanent Afternoon Mon-Fri (except on a public holiday)	20%
Night and Permanent Night Mon-Fri (except on a public holiday)	30%

32.8 As demonstrated below; an Employee (except Salaried Employees) shall be paid for all work performed in ordinary rostered hours between midnight on Friday and midnight on Saturday at the rate of time and one half. All time worked on a Sunday shall be paid at the rate of double time. Provided that these rates shall be in substitution for and not cumulative upon the shift work rates prescribed in this Agreement.

<b>Day and Time</b>	<b>Penalty</b>
Midnight Friday – Midnight Saturday	Time and a half (150%)
Sunday	Double time (200%)

### **32.9 Early Starts**

32.9.1 An Employee who commences work at or after 5.00am but prior to 6.00am Monday to Friday, except on a Public Holiday, will receive the additional payment of 30% more than the Ordinary Rate of Pay for the time worked up until 6.00am. The Ordinary Rate of Pay will apply thereafter.

## **33. ROSTERS**

33.1 Shift rosters shall specify the commencing and finishing times of each shift.

33.2 The method of working shifts may in any case be varied to suit the circumstances of the Employer by agreement between the Employer and the Employee.

33.3 Subject to clause 33.5, in the absence of an agreement reached, the method of working shifts may be varied by the Employer by providing seven days notice of alterations to the Employees.

33.4 Subject to clause 33.5, when an Employee is engaged on a regular roster of shifts, the Employee's place on the roster shall not be altered, unless the Employee is given 48 hours notice of the change. Provided however, that in the following cases, the hours of shift and hours of work for any Employee may be altered without notice:

- (a) Emergency over which the Employer has no control.
- (b) Mutual change of shifts by Employees with the consent of the Employer.
- (c) Absence of Employees.
- (d) Mutual agreement between the Employer and the Employees.

33.5 Despite anything else to the contrary in this Agreement, where a system of averaging the ordinary hours of work over 28 days is introduced, the following will apply:

- (a) A roster of the full 28 day cycle will be displayed at least 7 days prior to the roster being implemented.
- (b) In the absence of agreement being reached between the Employer and Employee, the roster will not be altered during the 28 day cycle, except in the following cases:
  - (i) Emergency over which the Employer has no control; or



(ii) Absence of Employees.

Provided that any change in the hours of work does not result in a reduction in the total ordinary hours of work during the roster cycle.

33.6 Nothing in clause 33 is intended to replace the requirement of consultation in relation to a change in rosters under clause 18.2.

**34. OVERTIME**

34.1 Reasonable overtime will be allocated on a basis of fairness and equity amongst Employees, whilst taking into account the other factors outlined in clause 34.10.

34.2 The working of overtime will be determined by mutual agreement between the Employer and the Employee prior to the overtime being worked.

34.3 All pre-approved overtime worked by Employees in excess of:

- (a) a maximum of 11 hours per shift; or
- (b) 38 hours (or 37.5 hours) per week, where the ordinary hours of work are averaged over a week; or
- (c) 76 hours (or 75 hours) per fortnight, where the ordinary hours of work are averaged per fortnight; or
- (d) 152 hours (or 150 hours) per 28 days, where the ordinary hours are averaged over 28 days

will be paid as overtime or granted as TOIL.

34.4 All overtime must be approved by the manager prior to the commencement of the shift.

34.5 For those Full-time Employees entitled to a PDO, overtime will be paid for all authorised time worked in excess of those hours worked per fortnight that entitle the Employee to a PDO. (i.e. 39.5 hours for 37.5 hour per week Employees and 40 hours for 38 hour per week Employees).

34.6 The following rates will apply in respect of overtime hours worked:

- (a) Time and a half (at the Ordinary Rate of Pay) for the first 3 hours; and
- (b) Double (at the Ordinary Rate of Pay) time thereafter.
- (c) For Saturday work time and a half for the first three hours performed before midday (at the Ordinary Rate of Pay) and double time (at the Ordinary Rate of Pay) thereafter.
- (d) For Sunday work, double time (at the Ordinary Rate of Pay).
- (e) Each day/shift stands alone for overtime purposes.

	<b>Full Time</b>	<b>Part Time</b>	<b>Casual</b>
<b>Monday - Friday</b>	150% first 3 hours 200% thereafter	150% first 3 hours 200% thereafter	175% first 3 hours 225% thereafter
<b>Saturday</b>	150% first 3 hours 200% thereafter	150% first 3 hours 200% thereafter	175% first 3 hours 225% thereafter
<b>Sunday</b>	200%	200%	225%

34.7 Any Employee who works so much overtime between the termination of his or her ordinary work on the one day and the commencement of his or her ordinary work on the next day that the Employee has not had at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he or she has eight consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

34.8 If, on instructions of the Employer, such Employee resumes or continues to work without having eight consecutive hours off duty, the Employee shall be paid the prescribed overtime rate until the Employee is so released and the Employee shall then be entitled to be absent until the Employee has eight (8) consecutive hours off duty without loss of pay occurring during such an absence.

### **34.9 Recall to Work**

34.9.1 Any Employee recalled to work overtime after leaving the Employee's place of employment must be paid for a minimum of three hours work at the appropriate overtime rate.

### **34.10 Requirement to Work Reasonable Additional Hours**

34.10.1 The Employer may request or require any Employee to work reasonable additional hours (to be paid at overtime rates where applicable).

34.10.2 The Employee may refuse to work additional hours if they are unreasonable.

34.10.3 In determining whether the additional hours being requested or required to work are reasonable or unreasonable, the following must be considered:

- (i) any risk to the Employee's health and safety from working the additional hours;
- (ii) the Employee's personal circumstances, including other employment and family responsibilities;
- (iii) the needs of the workplace or enterprise in which the Employee is employed;
- (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects the expectation of, working additional hours.

- (v) the notice (if any) given by the Employer of any request or requirement to work the additional hours;
- (vi) the notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- (vii) whether any of the additional hours are on a public holiday and the usual patterns of work in the industry in which the Employee works;
- (viii) the nature of the Employee's role, and the Employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging provisions within this Agreement;
- (x) any other relevant matter.

## **35. TIME OFF IN LIEU**

### **35.1 Definitions**

**'Hour for Hour Basis'** means that one (1) hour of overtime worked is equal to one (1) hour at ordinary rate of TOIL.

**'Time Off In Lieu'** is Time Off in Lieu of overtime for Employees who work in excess of the ordinary hours of work provided for in this Agreement.

- 35.2 The Employer and Employees may reach agreement to have the period of overtime taken as Time Off In Lieu (TOIL) of overtime rather than payment at overtime rates.
- 35.3 If an Employee seeks payment at the overtime rate for those excess hours, then the Employee must be paid at overtime rates and TOIL is not accumulated. This must be agreed prior to the commencement of the shift.
- 35.4 The TOIL is to be granted at a time which is mutually agreed between the Employer and Employee concerned, taking into account the operational requirements of the organisation, or failing this at the discretion of the Employer.
- 35.5 TOIL cannot accrue indefinitely and must be taken within three (3) months after it is accrued. The maximum accrual of TOIL is 22.8 hours or three (3) days except where the Employee has requested and the Employer has approved, a higher amount of TOIL to be accrued..
- 35.6 Managers can request that TOIL be taken. If either the Employee or Manager requests the taking of TOIL, it must be taken within one (1) month of the request.
- 35.7 Once an Employee has a TOIL accrual of 22.8 hours or 3 days, (unless as otherwise agreed as set out in 35.5) all subsequent overtime worked must be paid as overtime and not accrue as TOIL.
- 35.8 TOIL is portable across workplaces.
- 35.9 Outstanding TOIL will be paid to an Employee on resignation or termination of employment. The applicable rate of pay will be the Employee's Ordinary Rate of Pay plus 50%.

## **36. MEAL BREAKS**

- 36.1 An Employee who works a four (4) hour shift or more is entitled to one (1) paid break of ten minutes duration during that shift, to be taken at a time suitable to the requirements of the service but as near as practicable to the middle of the shift. Such a break will count as time actually worked.
- 36.2 An Employee who works a 7.5 hour day or more is entitled to two paid breaks of ten minutes duration during a shift to be taken at times suitable to the requirements of the section of the establishment from time to time. Such breaks will count as time actually worked.
- 36.3 The ordinary hours of all Employees shall be worked continuously except for meal breaks at the discretion of the Employer. An Employee shall not be required to work for more than 5 hours without an unpaid break for a meal. Such unpaid meal breaks will be of between 30 and 60 minutes duration and allowed as near as practicable to the middle of the hours to be worked.
- 36.4 Where an Employee is required to work more than three (3) hours of overtime and such overtime immediately follows the completion of the Employee's 7.5 hours worked a further 20 minute paid break will be provided as near as practicable to the middle of the overtime hours to be worked. Such breaks will count as time actually worked.
- 36.5 Where an employee is unable to take an uninterrupted meal break after five (5) hours have elapsed, the employee must be paid at Overtime rates until the meal break has commenced.
- 36.6 Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or program, they will be paid for the duration of the meal period at the Ordinary Rate of Pay, and clause 36.3 shall not apply.
- 36.7 In addition to the breaks at clauses 36.1 and 36.2, an Employee working on a Night Shift is entitled to one (1) paid break of 30 minutes duration during that shift, to be taken at a time suitable to the requirements of the service but as near as practicable to the middle of the shift. Such a break will count as time actually worked and clause 36.3 shall not apply.
- 36.8 Meal breaks will be automatically deducted via pay office unless notified by the Employee on their time sheet and approved by the appropriate manager in writing.

## **37. DAYLIGHT SAVINGS**

Where as a result of the relevant Daylight Saving legislation in South Australia, South Australian Summer Time (as defined by that legislation) is prescribed as being in advance of South Australian Standard Time or the South Australian Summer Time period concludes, the length of any shift that:

- (a) Spans the time prescribed by the said legislation for the commencement of a South Australian Summer Time period; or
- (b) Spans the time prescribed by the said legislation for the conclusion of a South Australian Summer Time period; will

be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the said legislation; in this clause the expression South Australian Summer Time and South Australian Standard Time will bear the same meaning as are prescribed by the said legislation.

## **PART 7 - LEAVE AND PUBLIC HOLIDAYS**

### **38. ANNUAL LEAVE**

#### **38.1 Shift Worker Entitlements**

- 38.1.1 Shift Workers (as defined in clause 3) are entitled to 6 weeks annual leave per annum.
- 38.1.2 For a Part-time Employee who is defined as a Shift Worker, the entitlement to 6 weeks of annual leave accrues on the basis of the ordinary hours worked
- 38.1.3 Annual Leave should be taken in blocks of consecutive days to aid rest and recuperation. However, Employees may request single annual leave days.
- 38.1.4 Either 20% leave loading or shift penalties the Employee would have received had the Employee worked and not been on leave, whichever is the greater will be paid to the Employee during any annual leave absence.
- 38.1.5 Annual leave will be exclusive of public holidays occurring during the period of leave.
- 38.1.6 Annual leave will be paid at an Employee's Ordinary Rate of Pay.

#### **38.2 All Other Employees**

- 38.2.1 Full-time Employees are entitled to 4 weeks annual leave per annum.
- 38.2.2 For Part-time Employees, the entitlement to 4 weeks of annual leave accrues on the basis of the ordinary hours worked.
- 38.2.3 Annual leave will be paid at an Employee's Ordinary Rate of Pay.
- 38.2.4 Employees will also be entitled to 17.5% annual leave loading.

### **39. ADDITIONAL ANNUAL LEAVE PROVISIONS**

#### **39.1 Additional Annual Leave**

- 39.1.1 Employees may, with the Employer's approval subject to the needs of the Employee and the Employer's business, timing and reasonable notice, request up to an additional four weeks unpaid annual leave per year. Such leave must be taken in the period it is approved and leave loading will not apply for any additional period of leave.
- 39.1.2 Additional leave will only be approved where there is no financial cost or adverse operational impact to the Employer or client services. Where more than one Employee from any work group applies for such additional leave, approval will take into account the reason for the application and equity issues that are normally considered when any leave application is made.
- 39.1.3 Where additional unpaid leave is approved the options for taking that leave include a combination of a period of unpaid leave together with paid annual leave, or proportionately reduced leave payments for the whole period i.e. where a total of eight (8) weeks is taken the whole period is taken at half pay.

- 39.1.4 In the event that for any reason approved additional leave is not taken in the period approved, the additional leave will be cancelled and any portion of regular leave that was used will be paid at the Ordinary Rate of Pay with any applicable leave loading as identified at clause 38.1.4 or 38.2.4.

### **39.2 Cashing Out Of Annual Leave**

- 39.2.1 An Employee is entitled to cash out annual leave in 1 week blocks in accordance with the following:
- 39.2.2 During each 12 month period, an Employee is entitled to cash out up to two (2) weeks paid annual leave provided;
- (a) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
  - (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
  - (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the employee taken the leave that the Employee has forgone, which shall include 20% leave loading for Shift Workers as per clause 38.1.4 and 17.5% leave loading for all other employees as per clause 38.2.4.
  - (d) Where an Employee is Part-time, any payment under these clauses will be calculated at the average number of hours worked in the past 12 months.

### **39.3 Requirement to Take Annual Leave**

- 39.3.1 If an Employee has accrued more than four (4) weeks annual leave, a manager will request that they schedule to take enough leave to reduce their entitlement to no more than four (4) weeks.
- 39.3.2 If the Employee does not subsequently schedule leave in accordance with the above, the manager may direct them to take leave by providing four (4) weeks notice in writing.

## 40. PERSONAL LEAVE - INJURY AND SICKNESS

### 40.1 Definitions

- 40.1.1 **'Illness'** includes personal injury but does not include an injury for which compensation is payable under the *Workers Rehabilitation and Compensation Act 1986*.
- 40.1.2 **'Qualified Medical or Health Practitioner'** means a legally registered: doctor, dentist, optician, occupational therapist, physiotherapist, chiropractor, podiatrist, homoeopath, naturopath, pharmacist or psychologist.

### 40.2 Period of Leave

- 40.2.1 Full time Salaried Employees (other than a Casual) are entitled to 90 hours of personal leave every 12 months of service. Personal leave accrues on a Pro-Rata basis. Part-time Employees accrue Pro-Rata entitlements.
- 40.2.2 Full time Employees defined as a 'Shift Worker', as per Section 3, Definitions are entitled to 99 hours of personal leave every 12 months of service. Personal leave accrues on a Pro-Rata basis. Part-time Employees accrue Pro-Rata entitlements.
- 40.2.3 Full time Employees defined as a 'Shift Worker', as per Section 3, Definitions and that work Active Night shifts greater than ten (10) hours on an ongoing basis are entitled to 120 hours of personal leave every 12 months of service. Personal leave accrues on a Pro-Rata basis. Part-time Employees accrue Pro-Rata entitlements.
- 40.2.4 All other full time employees (other than a Casual) are entitled to 91.2 hours of personal leave for every 12 months of service. Personal leave accrues on a Pro-Rata basis. Part-time Employees accrue Pro-Rata entitlements.
- 40.2.5 Personal Leave will accrue on the basis of ordinary hours worked by the employee each fortnight.
- 40.2.6 Casual Employees that move into a Full or Part-time fixed term contract position of less than 12 months will accrue personal leave on the basis of ordinary hours worked by the employee each fortnight for the contracted period.
- 40.2.7 The conditions under which personal leave is granted are:
- (a) Prior to the commencement of the shift or as soon as reasonably practicable, the Employee must inform the Employer of their inability to attend for work and estimated duration of absence. However in exceptional circumstances, if an Employee is prevented by incapacity from complying with this requirement then the Employee must inform the Employer of their inability to attend for work and estimated duration of absence after the leave has started.
  - (b) Where any absence exceeds two (2) consecutive shifts, a Qualified Medical or Health Practitioner's signed statement or a Statutory Declaration must be provided to support the excess period.



- (c) A Qualified Health or Medical Practitioner's signed statement or a Statutory Declaration must be provided for two (2) shifts or less if these shifts fall immediately before or after a PDO, public holiday or any other form of leave.

#### **40.3 Accumulation**

- 40.3.1 Personal leave not taken will accumulate.
- 40.3.2 If an Employee has been granted leave without pay, in excess of 30 calendar days during any complete year of service for reasons other than absence on worker's compensation, a deduction of one day for each 30 days in excess of the 30 day period will be made from the number of days to accumulate for the purpose of personal leave entitlement for the year of service concerned.

#### **40.4 Payment**

- 40.4.1 Personal leave is paid at the Employee's Ordinary Rate of Pay.

#### **40.5 Debiting of Personal Leave**

- 40.5.1 Personal leave will be debited on the basis of one hour for each working hour taken as leave or part thereof.

#### **40.6 Programmed Days Off**

- 40.6.1 Where an Employee is entitled to a programmed day off (PDO); and
  - (a) is absent due to a personal illness on the working day before and/or after the PDO, shall not be entitled to payment for such day(s) unless the Employee produces a medical certificate or a statutory declaration;
  - (b) is absent due to personal illness on the PDO, such day shall stand as the PDO and the Employee shall not be permitted to substitute another day for the PDO. The Employee shall not be entitled to personal pay in addition to payment for the PDO and the day shall not be debited as personal leave;
  - (c) has been informed that such Employee will be required to work on the PDO and is subsequently absent on that day due to personal illness, the day shall be paid as the PDO and a substitute day shall not be granted.

### **41. PERSONAL LEAVE - TO CARE FOR A FAMILY MEMBER**

#### **41.1 Paid Personal Leave**

- 41.1.1 An Employee (other than a Casual Employee) with responsibilities in relation to a member of the Employee's family who need the Employee's care and support:
  - (a) due to personal injury or an unexpected emergency affecting the member; or

- (b) for the purposes of caring for a family member who is sick and requires the Employee's care and support of who requires care due to an unexpected emergency,

is entitled to use their accrued personal leave to provide care and support for such persons when they are ill.

- 41.1.2 The entitlement to use personal leave to care for a family member is subject to the Employee being responsible for the care of the person concerned.
- 41.1.3 The Employee must, if required by the Employer, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another.
- 41.1.4 An Employee must not take personal leave to care for a family member where another person has taken leave to care for the same person.
- 41.1.5 The Employee must, as soon as reasonably practicable, give the Employer notice (which may be at a time before or after the carer's leave has started), the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence.
- 41.1.6 The amount of personal leave to care for a family member taken is to be deducted from the amount of the Employee's personal leave credit.

#### **41.2 Unpaid Carer's Leave**

- 41.2.1 Where an Employee has exhausted all paid personal leave entitlements, 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 or who requires care due to an unexpected emergency.
- 41.2.2 The Employer and the Employee shall agree upon the period of unpaid personal leave to care for a family member.
- 41.2.3 In absence of the agreement between the Employer and the Employee, the Employee is entitled to take up to two days of unpaid carers leave based on the hours an Employee usually works, per occasion, provided that notice and evidentiary requirements are met.
- 41.2.4 The notice and evidence requirements referred to in 41.2.3 are the same as set out in clauses 41.1.3 and 41.1.5 for paid carer's leave.

#### **41.3 Single Day Absences**

Single day absences may be taken for personal leave to care for a family member.

#### **41.4 Casual Employees With Caring Responsibilities**

- 41.4.1 Casual Employees are not entitled to paid personal leave to care for a family member or bereavement leave but subject to the notice and evidentiary requirements in clause 40 and clause 41, Casuals are entitled to not be available to attend work, or to leave work:

- (a) to care for a member of their family who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a family member.
- 41.4.2 The period for which the Employee will be entitled to not be available to attend work for each occasion in clause 41.4.1 is:
  - (a) the period agreed upon between the Employer and the Employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 41.4.3 The Casual Employee is not entitled to any payment for the period of non-attendance under this clause.
- 41.4.4 An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlement provided for under this clause. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.
- 41.4.5 This clause does not intend to alter the nature of Casual employment and is without prejudice to any parties' arguments about the nature of Casual employment.

## **42. COMPASSIONATE LEAVE**

### **42.1 Entitlement to Leave**

For the purposes of eligibility for paid or unpaid compassionate leave under this Agreement, the following persons are all included as family or household members:

- (i) Spouse, de-facto spouse, former spouse, former de-facto spouse, whether or not such person is of the same sex as the Employee;
- (ii) Grandparents, grandparents in-law; parents and parents in-law;
- (iii) Siblings, step-siblings, siblings and step-siblings of spouse, de-facto spouse, former spouse, former de-facto spouse whether or not such person is the same sex as the Employee;
- (iv) Child, adult child, adopted child, step-child, ex-nuptial child and grand-child;
- (v) Household member.

### **42.2 Guarantee of Compassionate Leave**

- 42.2.1 Compassionate leave is paid leave taken by an Employee for the purposes of spending time with a person who:
  - (i) is a member of the Employee's family or a member of the Employee's household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or

- (iii) after the death of a member of the Employee's family or a member of the Employee's household.

42.2.2 Subject to this Agreement, an Employee is entitled to a period of 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

42.2.3 However, the Employee is entitled to compassionate leave only if the Employee gives his or her Employer any evidence that the Employer reasonably requires of the illness, injury or death.

42.2.4 The use of personal information given to an Employer under this Agreement may be regulated under the Privacy Act 1988.

### **42.3 Taking Compassionate Leave**

42.3.1 An Employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

- (i) a single, unbroken period of two (2) days; or
- (ii) 2 separate periods of one (1) day each; or
- (iii) any separate periods to which the Employee and his or her Employer agree.

42.3.2 An Employee who is entitled to a period of compassionate leave because a member of the Employee's family or a member of the Employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

### **42.4 Compassionate Leave – Payment Rule**

If an Employee takes compassionate leave during a period, the Employer must pay the Employee for that period at an Employee's Ordinary Rate of Pay.

## 43. LONG SERVICE LEAVE

### 43.1 Entitlement to Long Service Leave

Employees are entitled to long service leave in accordance with the Long Service Leave Act 1987 (SA).

### 43.2 Taking Long Service Leave

Long service leave must be taken in accordance with section 7 of the *Long Service Leave Act 1987 (SA)* (and any other applicable section of the Act).

### 43.3 Requirement to Take Long Service Leave

Failing an Employee clearing their Long Service Leave entitlement in accordance with 43.2, the Employer may direct an Employee to take accrued long service leave by providing a minimum of sixty days notice.

### 43.4 Cashing Out Long Service Leave

Long service leave may be cashed out on written application from the Employee, after the completion of the initial 10-year qualification period and subsequently after further whole weeks of entitlement have accrued.

## 44. PARENTAL LEAVE

### 44.1 Definitions

**'Adoption'** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

**'Adoption Leave'** means adoption leave provided under clause 44.3.7

**'Child'** means a child of the Employee or the Employee's spouse under the age of one year; or means a child under the age of school age who is placed with an Employee for the purposes of adoption, other than a child or step-child of the Employee, or of the spouse of the Employee, who has previously lived with the Employee for a continuous period of at least six months.

**'Eligible Casual Employee'** means a Casual Employee employed by an Employer during a period of at least 12 months, either:

- (a) on a regular and systematic basis for several periods of employment; or
- (b) on a regular and systematic basis for an ongoing period of employment,
- (c) and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

**'Extended Adoption Leave'** means adoption leave provided under clause 44.3.7(ii)

**'Extended Parental Leave'** means Parental Leave provided under clause 44.3.6(ii)

**'Government Authority'** means a person or agency prescribed as a government authority for the purposes of this definition.

**'Maternity Leave'** means maternity leave provided under clause 44.3.5

**‘Medical Certificate’** means a certificate as prescribed in clause 44.5.1

**‘Parental Leave’** means adoption leave, maternity leave, spousal leave, extended adoption leave or extended spousal leave as appropriate

**‘Primary Care-giver’** means a person who assumes the principal role of providing care and attention to a Child.

**‘Relative Adoption’** means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**‘Short Adoption Leave’** means adoption leave provided under clause 44.3.7(i)

**‘Special Adoption Leave’** means adoption leave provided under clause 44.11

**‘Special Maternity Leave’** means maternity leave provided under clause 44.10

**‘Spousal Leave’** means spousal leave provided under clause 44.3.6.

**‘Spouse’** includes a de facto spouse or a former spouse or same sex partner

## **44.2 Employer’s Responsibility to Inform**

44.2.1 On becoming aware that:

- (i) an Employee is pregnant; or
- (ii) an Employee’s spouse is pregnant; or
- (iv) an Employee is adopting a child,

an Employer must inform the Employee of:

- (i) the Employee’s entitlements under this clause; and
- (ii) the Employee’s responsibility to provide various notices under this clause.

## **44.3 Eligibility for and Entitlement to Parental Leave**

44.3.1 Subject to the qualifications in clause 45.4, the provisions of this clause apply to Full-time, Part-time and eligible Casual Employees but do not apply to other Employees.

44.3.2 For the purposes of this clause Continuous Service is work for an Employer on a regular and systematic basis (including a period of authorised leave or absence).

44.3.3 An Employer must not fail to re-engage an eligible Casual Employee because:

- (i) the Employee or the Employee’s spouse is pregnant; or
- (ii) the Employee is or has been immediately absent on parental leave.

44.3.4 The right of an Employer in relation to engagement and re-engagement of an eligible Casual Employees are not affected, other than in accordance with this clause.

- 44.3.5 An Employee other than an eligible Casual who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of Maternity Leave in total which is inclusive of eight (8) weeks paid leave, at the Employee's Ordinary Rate of Pay (excluding allowances, penalty loadings or other payments) as follows;
- (i) An unbroken period of up to eight (8) weeks at the time of the birth of the child.
  - (ii) A further unbroken period of up to 44 weeks in order to be the primary care-giver of the child (to be known as Maternity Leave).
- 44.3.6 A spouse who is, on production of the required medical certificate, entitled to one or two periods of Spousal Leave, the total of which must not exceed 52 weeks which is inclusive of two (2) weeks paid leave, at the Employee's Ordinary Rate of Pay (excluding allowances, penalty loadings or other payments) as follows:
- (i) An unbroken period of up to two (2) weeks at the time of the birth of the child.
  - (ii) A further unbroken period of up to 50 weeks in order to be the primary care-giver of the child (to be known as Extended Parental Leave).
- 44.3.7 An Employee is entitled to one or two periods of Adoption Leave, which must not exceed 52 weeks in total which is inclusive of eight (8) weeks paid leave, at the Employee's Ordinary Rate of Pay (excluding allowances, penalty loadings or other payments) as follows:
- (i) An unbroken period of up to eight (8) weeks at the time of the placement of the child (to be known as Short Adoption Leave).
  - (ii) A further unbroken period of up to 44 weeks in order to be the primary care-giver of the child (to be known as Extended Adoption Leave).
- 44.3.8 The paid Parental Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 44.3.9 The total of paid and unpaid leave is not to exceed 52 calendar weeks.

#### **44.4 Qualifications on Entitlements and Eligibility**

- 44.4.1 An Employee engaged upon Casual or seasonal work is not entitled to paid parental leave.
- 44.4.2 An entitlement to Parental Leave is subject to the Employee having at least 12 months of Continuous Service with the Employer immediately preceding:
- (i) in the case of Maternity Leave, the expected date of birth; or otherwise
  - (ii) the date on which the leave is due to commence.
- 44.4.3 An entitlement to eight (8) weeks paid Parental Leave is subject to the Employee having at least 12 months of Continuous Service with the Employer immediately preceding:

- (i) in the case of Maternity Leave, the expected date of birth; or otherwise
- (ii) the date on which the leave is due to commence
- (iii) all subsequent (more than one(1)) claim/s of eight (8) weeks paid leave require at least 6 months of Continuous Service prior to the date on which the leave is due to commence.

44.4.4 The entitlement to Parental Leave is reduced:

- (i) In the case of maternity leave, by any period of extended parental leave taken by the Employee's spouse and/or by any period of special maternity leave taken by the Employee.
- (ii) In the case of extended parental leave, by any period of maternity leave taken by the Employee's spouse.
- (iii) In the case of extended adoption leave, by any period of extended adoption leave taken by the Employee's spouse.

#### **44.5 Certification Required**

44.5.1 An Employee must, when applying for maternity leave or parental leave, provide the Employer with a medical certificate that:

- (i) names the Employee or the Employee's spouse, as appropriate;
- (ii) states that the Employee or the Employee's spouse is pregnant; and
- (iii) states:
  - (a) the expected date of birth; or
  - (b) the expected date of termination of pregnancy; or
  - (c) the date on which the birth took place,which ever is appropriate.

44.5.2 At the request of the Employer, an Employee must, in respect of the conferral of parental leave, produce to the Employer within a reasonable time a statutory declaration which states:

##### **(a) Parental Leave**

- (i) The particulars of any period of parental leave sought or taken by the Employee's spouse, and where appropriate;
- (ii) That the Employee is seeking the leave to become the primary care-giver of a child.

##### **(b) Adoption Leave**

- (i) In the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and



- (ii) That for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

## **44.6 Notice Requirements**

### **44.6.1 Maternity Leave**

An Employee must

- (i) not less than 10 weeks before the expected date of birth of the child, give notice in writing to her Employer stating the expected date of birth; and
  - (ii) give not less than four weeks notice in writing to her Employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
  - (iii) notify the Employer of any change in the information provided pursuant to clause 44.6 within two (2) weeks after the change takes place.
- (b) An Employer may, by not less than 14 days notice in writing to the Employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the Employee has not given her Employer the required notice.

### **44.6.2 Parental Leave**

An Employee must

- (i) not less than 10 weeks prior to each proposed period of Parental leave, give the Employer notice in writing stating the dates on which they propose to start and finish the period(s) of Parental Leave;
- (ii) notify the Employer of any change in the information provided pursuant to clause 44.6.2(i) within two weeks after the change takes place.

### **44.6.3 Adoption Leave**

An Employee must:

- (i) on receiving notice of approval for adoption purposes, notify the Employer of the approval and, within two months of the approval, further notify the Employer of the period(s) of adoption leave the Employee proposes to take;
- (ii) in the case of a relative adoption, so notify the Employer on deciding to take a child into custody pending an application for adoption;
- (iii) as soon as the Employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the Employer of that date, and of the date of

commencement of any period of short adoption leave to be taken;

- (iv) at least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

#### **44.7 Unforeseen Circumstances**

An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (i) the birth occurring earlier than the expected date; or
- (ii) the death of the mother of the child; or
- (iii) the death of the Employee's spouse, or
- (iv) the requirement that the Employee accept earlier or later placement of the child,

so long as, where a living child is born, the notice is given not later than two weeks after the birth.

#### **44.8 Taking of Parental Leave**

- 44.8.1 No Employee may take parental leave concurrently with such leave taken by the Employee's spouse, except for a period of Parental Leave of up to eight weeks within 12 months of the birth of the child or at the time of the placement of the child.
- 44.8.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an Employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the Employee is entitled.
- 44.8.3 Paid personal leave or other paid absences are not available to an Employee during the Employee's absence on parental leave.
- 44.8.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six weeks of compulsory leave.
- 44.8.5 Subject to clause 44.8.4 and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.
- 44.8.6 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) 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.

- 44.8.7 Where leave is granted under clause 44.8.5 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 (4) weeks from the recommencement date desired by the Employee.
- 44.8.8 Maternity leave and Parental Leave cannot extend beyond the child's first birthday unless an extension of such leave is approved.
- 44.8.9 To be entitled to Adoption Leave, the child must be under 16 as at the day of placement.
- 44.8.10 Extended Adoption Leave cannot extend beyond the first anniversary of the initial placement of the child.
- 44.8.11 Notwithstanding the provisions of this clause, Employees eligible for Parental Leave have the right to request Parental Leave as consistent with clause 44.16.

#### **44.9 Variation and Cancellation of Parental Leave**

- 44.9.1 Without extending an entitlement beyond the limit set by clause 44.3, parental leave may be varied as follows:
- (a) Parental leave may be lengthened once by the Employee, by giving the Employer at least 14 days notice in writing. The Employee must state the period by which the Employee requires the leave to be lengthened. This must not exceed 52 weeks in total.
  - (b) The leave may be lengthened or shortened by agreement between the Employer and the Employee.
- 44.9.2 Parental Leave, if applied for but not commenced, is cancelled:
- (i) should the pregnancy terminate other than by the birth of a living child; or
  - (ii) should the placement of a child proposed for adoption not proceed.
- 44.9.3 If, after the commencement of any parental leave:
- (i) the pregnancy is terminated other than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
  - (ii) the Employee gives the Employer notice in writing stating that the Employee desires to resume work,
- the Employer must allow the Employee to resume work within four weeks of receipt of the notice.
- 44.9.4 Parental leave may be cancelled by agreement between the Employer and the Employee.

#### **44.10 Special Maternity Leave and Personal Leave**

- 44.10.1 If:
- (i) an Employee not then on Maternity Leave suffers illness related to her pregnancy she is entitled to take leave under clause 40; or,

- (ii) the pregnancy of an Employee not then on Maternity Leave terminates after 28 weeks otherwise than by the birth of a living child,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as Special Maternity Leave) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid Personal Leave, Special Maternity Leave and Maternity Leave must not exceed the period to which the Employee is entitled under clause 44.3.5 and she is entitled to take unpaid Special Maternity Leave for such periods as a registered medical practitioner certifies as necessary.

44.10.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid Personal Leave to which she is entitled in lieu of, or in addition to, Special Maternity Leave.

44.10.3 An Employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an Employee who was transferred to a safe job, to the position she held immediately before such transfer.

44.10.4 If that position no longer exists, but there are other positions available which the Employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### **44.11 Special Adoption Leave**

44.11.1 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.

44.11.2 An Employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the Employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

44.11.3 The leave under this clause is to be known as Special Adoption Leave and does not affect any entitlement under clause 44.3.5

44.11.4 Special adoption leave may be taken concurrently by an Employee and the Employee's spouse.

44.11.5 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of Special Adoption Leave.

#### **44.12 Transfer to a Safe Job - Maternity Leave**

44.12.1 If, the Employee gives her Employer a medical certificate containing a statement that during a stated period (the risk period) because of:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the Employee,

it is inadvisable for the Employee to continue her present position, the Employee must:

- (i) be transferred to a safe job at the rate and on the conditions attaching to the Employee's present position; or
- (ii) be provided paid "no safe job" leave

for the risk period.

#### **44.13 Part-time Work**

An Employee who is pregnant or is entitled to parental leave may, by agreement with the Employer, reduce the Employee's hours of employment to an agreed extent subject to the following conditions:

- (a) Where the Employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- (b) Where the Employee is entitled to parental leave, by reducing the Employee's entitlement to parental leave for the period of such agreement.

#### **44.14 Communication During Parental Leave**

44.14.1 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:

- (a) 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
- (b) 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.

44.14.2 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.

44.14.3 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 clause 44.14.

#### **44.15 Return To Work After Parental Leave**

44.15.1 An Employee must confirm the Employee's intention to return to work, by notice in writing, to the Employer given at least four weeks before the end of the period of parental leave.

44.15.2 On returning to work after parental leave an Employee is entitled:

- (a) to the position which the Employee held immediately before commencing parental leave; or

- (b) in the case of an Employee who was transferred to a safe job, to the position which she held immediately before the transfer.

44.15.3 If the Employee's previous position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee is entitled to a position as nearly as comparable in status and pay to that of the Employee's former position.

44.15.4 An eligible Casual Employee will be entitled to a Casual position.

#### **44.16 Right to Request**

44.16.1 An Employee entitled to Parental Leave pursuant to clause 44.3 may request the Employer to allow the Employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clauses 44.3.6(i) and 44.3.7(i) up to a maximum of eight (8) weeks;
- (b) to extend the period of unpaid Parental Leave provided for in clause 44.3.5 by a further continuous period of leave not exceeding 12 months (but is only 52 weeks unpaid leave);
- (c) to return to work from a period of parental leave on a Part-time basis until the child reaches school age,

44.16.2 To assist the Employee in reconciling work and parental responsibilities.

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

44.16.4 The Employee's request and the Employer's decision made under clauses 44.16.1 must be recorded in writing.

44.16.5 Where an Employee wishes to make a request under clause 44.16, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from Parental Leave.

#### **44.17 Termination of Employment**

44.17.1 An Employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

44.17.2 An Employer must not terminate the employment of an Employee on the ground of her pregnancy or an Employee's absence on Parental Leave. Otherwise the rights of an Employer in relation to termination of employment are not affected by this clause.

#### **44.18 Replacement Employees**

44.18.1 A Replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

- 44.18.2 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.

#### **44.19 National Employment Standard Applies**

In Accordance with clause 5 of this Agreement, any entitlement to Parental Leave established as a result of the National Employment Standards, to the extent that the Employee would be better off, will apply.

### **45. COMMUNITY SERVICE LEAVE**

#### **45.1 JURY SERVICE**

- 45.1.1 An Employee (other than a Casual Employee) who is required to attend for jury service, or subpoenaed to appear as a witness in court during their Ordinary Hours of Work, will be released from their normal duties to attend as required by the Courts Administration Authority in accordance with the National Employment Standards.
- 45.1.2 If an Employee is required to attend jury service/court appearance at a time on a day that they would otherwise be required to work Ordinary Hours, he/she is entitled to be absent from work on that day(s).
- 45.1.3 Employees are required to notify their Manager as soon as they are aware of the date upon which they are required to attend for Jury Service.
- 45.1.4 An Employee shall notify their manager as soon as possible of, their selection on a Jury and shall supply documentary proof of the requirement and if possible the expected duration of such attendance.
- 45.1.5 The Employee will be entitled to payment from the Employer of the difference between the amount of wages that they would have earned had they been at work as rostered and any money paid to the Employee by the Courts Authority on such a rostered day.
- 45.1.6 An Employee who is rostered to work an Afternoon Shift and is not required to remain at the court that day, must complete their shift as rostered.
- 45.1.7 An Employee who is rostered to work a night shift and is not required to remain at the court that day and are not required to be at court the following day, must complete their shift as rostered.
- 45.1.8 An Employee who is rostered to work an afternoon or a night shift and is required to remain at court the entire day preceding the afternoon or night shift is not required to work their rostered afternoon or night shift but will be paid as if they had worked.
- 45.1.9 An Employee who is rostered to work on the weekend and is selected for a jury which is actively sitting across the two weeks is not required to work their rostered weekend shift(s) but will be paid as if they had worked.
- 45.1.10 Payment is conditional upon the Employee providing the Employer with proof of their attendance at Jury Service.

## 45.2 OTHER COMMUNITY SERVICE LEAVE

45.2.1 Employees will be eligible to take other Community Service leave as set out in the National Employment Standards.

## 46. PUBLIC HOLIDAYS

46.1 The following days are public holidays for the purposes of this Agreement:

Australia Day	New Years Day
Good Friday	Easter Saturday
Adelaide Cup Day	Easter Monday
Queens Birthday	Anzac Day
Labour Day	Proclamation Day
Christmas Day	

46.2 And any other public holiday that is proclaimed or gazetted by the authority of the Commonwealth government or the South Australian government.

### 46.3 Payment for Public Holidays

46.3.1 Where an Employee works on any public holiday for the whole of the Employee's usual daily working hours the Employee shall be paid at the rate of double time and a half based on the Employee's Ordinary Rate of Pay.

46.3.2 When an Employee works on any public holiday for less than the full period of the Employee's usual daily working hours the Employee shall be paid the Ordinary Rate of Pay for the day and in addition, be paid at time and a half of that rate for the time worked.

46.3.3 Where an Employee works on any public holiday for more than or outside the Employee's usual daily working hours, the Employee shall as per the Employee's entitlement under clause 46.3.1, be paid at the rate of double time and a half of the Employee's Ordinary Rate of Pay for all hours worked.

46.3.4 An Employee who would normally be rostered to work on a day upon which a public holiday falls and who does not work on such day is paid for the time the Employee usually works on the day of the week on which the paid public holiday is held. Payment is at the Employee's Ordinary Rate of Pay.

*Example:*

*Where it is customary for an Employee to work 4 hours on that day, the Employee shall be entitled to 4 hours pay. The same position shall apply to Employees who complete the week's work in 5 days, Monday to Friday, in which case such Employees will not be paid when a public holiday falls on a Saturday.*

46.3.5 Where an Employee is absent from employment due to an illness, injury or emergency affecting the Employee or an Employee's immediate family member on any part of the day before or any part of the day after a public holiday or group of public holidays, the Employee must produce a medical certificate. Payment for such absence will be at the Employee's Ordinary Rate of Pay.



- 46.3.6 Where a paid public holiday falls on a normal working day during a period when an Employee is on annual leave, the day will be constituted to be a public holiday and paid as such.

#### 46.4 Conditions Applying to all Employees

- 46.4.1 Any penalty prescribed by this clause shall be in substitution for and in lieu of any other penalty prescribed by this Agreement.
- 46.4.2 Casual Employees not engaged to work on a public holiday are not entitled to any of the benefits described in this clause.
- 46.4.3 Where a Casual Employee works on any public holiday, the Employee shall be paid 275% of the Ordinary Rate of Pay for all hours worked.

#### 46.4.4 Explanatory table for payment of public holidays

Condition	Penalty
Full Time and Part Time Employees for hours worked.	250%
Full Time and Part Time Employees for hours rostered but not worked.	100%
Casual Employees for hours worked.	275%

#### 46.5 Christmas Day Falling on a Saturday or Sunday

##### 46.5.1 Definitions

**'Actual Day'** means a Saturday or Sunday that is a Christmas Day but the declared *public holiday* for the Christmas Day has been gazetted for another day.

**'Substitute Day'** means the day that is gazetted a public holiday in lieu of the public *holiday* for Christmas Day falling on a Saturday or Sunday.

##### 46.5.2 Applicability

46.5.2.1 Despite any other provisions in the Agreement when Christmas Day falls on a Saturday or Sunday and the declared Christmas Day public holidays is a day other than the actual day (that is, the Christmas Day public holiday has been substituted for another day), the following arrangements will apply to fortnightly hired Employees who do not work a standard Monday to Friday week. Employees employed to work that standard week of Monday to Friday, will be paid in accordance with the existing Public Holiday provisions in this Agreement.

##### 46.5.3 Full-time Employees

46.5.3.1 An Employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day.

46.5.3.2 An Employee rostered and required to work on the actual day will be entitled to:

- (a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay; and
- (b) the substitute day as a holiday. However, where the substitute day falls on a non-working day, the Employee is entitled to either an additional day's pay or an additional day's leave with pay.

46.5.3.3 An Employee rostered and required to work both on the actual day and also on the substitute day will be entitled to:

- (a) for the actual day, the payment described in clause 46.3.1; and
- (b) for the substitute day, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

#### 46.5.4 Part-time Employees

46.5.4.1 An Employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day.

46.5.4.2 An Employee rostered and required to work on the actual day will be entitled to:

- (a) the payment described in clause 46.5.4.3; and
- (b) another day, which may or may not be the substitute day, as a holiday, or payment at ordinary rates for an additional day of equal length;
- (c) if the benefits of clause 46.5.4.1 or 46.5.4.2 apply, an Employee who works on the substitute day, will be paid at ordinary time rates for such day.

#### 46.5.5 Explanatory table for payment when Christmas day falls on a Saturday or Sunday

Type of Employment	Condition	Penalty
Full Time	Rostered and not required to work the actual day.	Payment for the day at the ordinary rate.
Full Time	Rostered and required to work the actual day.	<p><b>Saturday:</b> 200%</p> <p><b>Sunday:</b> 250%</p> <p>AND</p> <p>Substitute day as a holiday.</p>

		Where the substitute day falls on a non-working day then the employee is entitled to:  An additional day's pay OR  An additional day's leave with pay.
Full Time	Rostered and required to work the actual day AND the substitute day.	<b>Saturday:</b> 200% <b>Sunday:</b> 250%  AND  Public holiday rates for substitute day OR  Additional day of leave in lieu of public holiday rate.
Part Time	Rostered and not required to work the actual day.	Payment for the day at the ordinary rate.
Part Time	Rostered and required to work the actual day.	<b>Saturday:</b> 200% <b>Sunday:</b> 250%  AND  Another day, which may or may not be the substitute day, as a holiday, OR  Payment at ordinary rates for an additional day of equal length.
Part Time	Rostered and required to work the actual day AND the substitute day.	<b>Saturday:</b> 200% <b>Sunday:</b> 250%  AND  Another day, which may or may not be the substitute day, as a holiday, OR  Payment at ordinary rates for an additional day of equal length, AND  Payment of substitute day at ordinary time rates.

#### 47. LEAVE WITHOUT PAY

47.1 The Employer may grant leave of absence without pay in the case of illness or other justifiable pressing necessity. When submitting applications for leave the following particulars shall be supplied:

- (i) Employee's name, initials and occupation.
- (ii) Date of leave without pay for which approval is required showing total number of working days.

- (iii) Reason for absence without pay.
  - (iv) Date from which service has been continuous.
- 47.2 The approval of the Employer shall be sought before the leave is taken by the Employee except that in cases of sickness, approval shall be sought during the period of absence.
- 47.3 When leave without pay is granted, the following conditions apply:
- (i) where an Employee is granted leave without pay, the period of absence is to count as continuous service;
  - (ii) leave without pay provided for in clause 47.3(i) shall not count in the calculation of entitlements;
  - (iii) in determining eligibility for an annual increment of pay, each period of leave of absence without pay is to be excluded in computing the length of service required.

#### **48. ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYEES**

48.1 This clause will apply to the conditions of employment of Aboriginal and/or Torres Strait Islander Persons employed by Minda. The parties to this Agreement recognise the right to self-determination of Aboriginal and Torres Strait Islander people in the application of this clause.

##### **48.1.1 Compassionate Leave**

In addition to the leave entitlements contained in this Agreement, where an Aboriginal and/or Torres Strait Islander Person is able to demonstrate a family relationship with persons other than those defined in this Agreement, the Employee will also be entitled to leave in accordance with that particular clause.

##### **48.1.2 Aboriginal and Torres Strait Islander Week**

Minda may, upon application by an Aboriginal and/or Torres Strait Islander Person, grant one (1) day off without loss of pay (that is payment of the Ordinary Rate of Pay for Ordinary Hours that they would reasonably expected to have worked on that day) for an Aboriginal and or Torres Strait Islander Person to attend official celebrations and activities that occur during National Aboriginal and Torres Strait Islander Week. In considering an application Minda will take into account the operational requirements of the organisation. Notwithstanding, the discretion to grant such time off without loss of pay rests solely with Minda.

##### **48.1.3 Ceremonial Leave**

An Aboriginal and/or Torres Strait Islander Person who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to 10 days unpaid leave in any one calendar year for this purpose, provided leave is granted with the authority of Minda.

## PART 8 - TERMINATION OF EMPLOYMENT

### 49. TERMINATION OF EMPLOYMENT

#### 49.1 Notice of Termination by Employer

49.1.1 In order to terminate the employment of an Employee, the Employer must give the Employee the following notice:

Period of Continuous Service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

49.1.2 In addition to the notice in clause 49.1.1, Employees over forty-five years of age at the time of the giving of notice, with not less than two (2) years Continuous Service, are entitled to additional notice of one (1) week.

49.1.3 Payment at the Ordinary Rate of Pay in lieu of the notice prescribed in clause 49.1.1 and/or clause 49.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

49.1.4 In calculating any payment in lieu of notice, the Employer must pay the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated.

49.1.5 The period of notice in this clause does not apply in the case of:

- (i) dismissal for conduct that at common law justifies instant dismissal;
- (ii) Casual Employees;
- (iii) Employees engaged for a specific period of time; or
- (iv) Employees engaged for a specific task or tasks.

#### 49.2 Time off During Notice Period

49.2.1 Where an Employer has given notice of termination to an Employee, the Employee is entitled to up to one (1) day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee, after consultation with the Employer.

#### 49.3 Statement of Employment

49.3.1 At the Employee's request, the Employer must provide to an Employee whose employment has been terminated a written statement specifying the

period of the Employee's employment and the classification of, or the type of, work performed by the Employee.

#### 49.4 Payment in Lieu

49.4.1 If an Employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the Employer for the purpose of computing any service related entitlement of the Employee.

#### 49.5 Notice of Termination by Employee

49.5.1 In order to terminate employment an Employee must give the Employer the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

or forfeit the wages equal to the required notice period not given.

## 50. REDUNDANCY

### 50.1 Definitions

'**Redundancy**' in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed by anyone, and redundant has a corresponding meaning.

'**Weeks Pay**' means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- (i) overtime;
- (ii) penalty rates;
- (iii) disability allowances;
- (iv) shift allowances;
- (v) special rates;
- (vi) fares and travelling time allowances;
- (vii) bonuses; and
- (viii) any other ancillary payments of a like nature.

### 50.2 Exclusions

50.2.1 This clause does not apply to Employees with less than one (1) year's Continuous Service. The general obligation of Employers should be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees of suitable alternative employment.

- 50.2.2 This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of Casual Employees or Employees engaged for a specific period of time or for a specified task or tasks.

### **50.3 Discussions Before Termination**

- 50.3.1 Where an Employer has made a definite decision that the Employer no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the Employer must have discussions as soon as practicable with the Employees directly affected and with the union concerned. Discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations;
- (c) measures to mitigate the adverse effects of any terminations on the Employees concerned.

- 50.3.2 The Employer must as soon as practicable provide in writing to the Employees and the union concerned, all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations;
- (b) the number and categories of Employees likely to be affected;
- (c) the number of workers normally employed; and
- (d) the period over which the terminations are likely to be carried out.

The Employer is not required to disclose confidential information the disclosure of which when looked at objectively, would be against the Employer's interests.

### **50.4 Period of Notice of Termination on Redundancy**

- 50.4.1 If the services of an Employee are to be terminated due to Redundancy such an Employee must be given notice of termination as prescribed by clause 49.1.
- 50.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes in the industry in relation to which the Employer is engaged must be given not less than three months notice of termination.
- 50.4.3 Should the Employer fail to give notice of termination as required in clause 49.1.1 or clause 49.1.2 the Employer must pay to that Employee the Ordinary Rate of Pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1987 (SA)*.

## 50.5 Time off During Notice Period

- 50.5.1 During the period of notice of termination given by the Employer an Employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 50.5.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview. If such proof is not produced the Employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 50.5.3 The time off during notice period entitlements under this clause shall apply in lieu of the provisions of clause 49.1

## 50.6 Notification to CentreLink

- 50.6.1 Where a decision has been made to terminate the employment of an Employee, or of Employees, on account of redundancy the Employer shall notify CentreLink accordingly as soon as possible, giving relevant information including:
- (a) a written statement of the reason(s) for the termination(s);
  - (b) the number and categories of the Employees likely to be affected; and
  - (c) the period over which the termination(s) are intended to be carried out.

## 50.7 Severance Pay

- 50.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in clause 49.1.
- 50.7.2 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:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks pay*
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay



At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years but less than 11 years	16 weeks pay

**\*Weeks pay** is defined in clause 50.1.

- 50.7.3 For Employees with 11 years of service or more they are entitled to an additional one (1) weeks pay per year of service up to a maximum of 26 weeks severance pay. For example 11 years of service equals 17 weeks pay, 15 years of service equals 21 weeks pay and 20 years of service equals 26 weeks pay.
- 50.7.4 In addition to the severance pay in clause 50.7.2 and 50.7.3, an Employee with not less than 10 years Continuous Service, who is over the age of 45 years, is entitled to an additional four (4) weeks severance pay.
- 50.7.5 Continuity of service will be calculated in the manner prescribed by the Act.
- 50.7.6 The severance payment need not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's agreed date of retirement or the Employee's eligibility date for social security benefits.
- 50.7.7 The Employer may apply to Fair Work Australia for an order allowing the off-setting of all or part of an Employee's entitlement to severance payment on the basis that such payment of part thereof is already provided for or included in the contributions which the Employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the Employee on redundancy occurring.

## **50.8 Incapacity to Pay**

Fair Work Australia may vary the severance pay prescription on the basis of an Employer's incapacity to pay.

## **50.9 Alternative Employment**

An Employer may make application to Fair Work Australia to have the severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

## **50.10 Written Notice**

The Employer must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- (i) The date and time of the proposed termination of the Employee's employment;
- (ii) Details of the monetary entitlements of the Employee upon the termination of the Employee's employment including the manner and method by which those entitlements have been calculated;

- (iii) Advice as to the entitlement of the Employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (iv) Advice as to the entitlements of the Employee should the Employee terminate their employment during the period of notice.

#### **50.11 Transfer to Lower Paid Duties**

50.11.1 Where an Employee whose job has become redundant accepts an offer of alternative work by the Employer the rate of pay for which is less than the rate of pay for the former position, the Employee is entitled to the same period of notice of the date of commencement of work in the new position as if the Employees employment had been terminated. The Employer will pay salary maintenance of up to three (3) months to the Employee.

50.11.2 An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice. In this case the Employee is entitled to the same benefits and payments under this clause as if remaining with the Employer until the expiry of such notice. In such circumstances the Employee is not entitled to payment in lieu of notice.

#### **51. TRANSFER OF BUSINESS**

The provisions for redundancy set out in clause 50 above may be varied in the event of a transfer of business in accordance with the Act.

## **SCHEDULE 1 - CLASSIFICATIONS AND WAGES**

### **PART A: PRIOR SERVICE, INCREMENTS AND CLASSIFICATION STRUCTURE**

#### **S1.1 RECOGNITION OF PRIOR SERVICE**

- S1.1.1 Unless otherwise stated in the indicative duties for a specific job role, Employees will commence at step 1 of each pay level and will progress within this level to successive steps upon each 12 months Full-time equivalent satisfactory service until the top increment of this reached.
- S1.1.2 An Employee is entitled to have previous Relevant Service with another employer in Australia recognised by Minda in determining the increment of the classification level to which the Employee is appointed.
- S1.1.3 Previous Relevant Service will be deemed to be service with Minda for the purposes of determining the appropriate increment within the classification to which the Employee is appointed.
- S1.1.4 Relevant service of an Employee does not include service which preceded a break of three years or more during which time no Relevant Service was performed.
- S1.1.5 Previous Relevant Service will be recognised by Minda from the first pay period commencing on or after the date the Employee is employed or provides proof of previous Relevant Service.
- S1.1.6 The onus of showing that service is relevant will rest with the Employee.

#### **S1.2 ANNUAL INCREMENTS**

- S1.2.1 Employees shall be entitled to increments for service in their respective classification level following the completion of 1,820 actual ordinary hours of work. However, progression to the next applicable increment can not occur earlier than 12 months at the previous or existing increment.

#### **S1.3 CLASSIFICATIONS**

##### **S1.3.1 Residential Support Worker**

- S1.3.1.1 An Employee who provides professional cleaning, general housekeeping and or domestic duties including pantry duties. Residential Support Workers may also support and supervise Supported Employees in domestic positions.

##### **S1.3.2 Disability Support Worker**

- S1.3.2.1 An Employee who provides support to people with an intellectual disability.

###### **Disability Support Worker Level 1 (DSW 1)**

- (i) An Employee on appointment with no relevant training or experience.
- (ii) Disability Support Workers, 1.1 may be required to undertake compulsory formal certificate training or be able to provide evidence of competency.
- (iii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.

- (iv) To be eligible for DSW 1.2 an Employee must have:
  - (a) completed the relevant Compliance and Essential Training Requirements.

**Disability Support Worker Level 2 (DSW 2)**

- (i) To commence at **DSW 2.1** an Employee must have completed the compulsory units from their Certificate III, Disability, Aged Care and/or Community Services or an approved equivalent.
- (ii) An Employee holding approved equivalent qualifications will be required to complete the identified disability units of Certificate III in Disability Work.
- (iii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.
- (iv) To be eligible for **DSW 2.2** an Employee must have:
  - (a) Completed the relevant Compliance and Essential Training Requirements; and
  - (b) Completed the identified disability units of Certificate III, in Disability Work or approved equivalent.
- (v) To be eligible for **DSW 2.3** an Employee must have completed 12 months service at the second increment
- (vi) To be eligible for **DSW 2.4** an Employee must have completed 12 months service at the third increment.
- (vii) An employee classified as a DSW 2.3 who completes 12 months continuous service in that classification on or after 1/12/2015 will be classified and paid as a DSW 2.4 from that date.

**S1.3.3 Support Leader (SL)**

- S1.3.3.1 An Employee who provides support to people with an intellectual disability as well as a leader of a team of Disability Support Workers and others.

**Support Leader First Increment (SL 1)**

- (i) An employee will be classified at this level if they have 12 months experience in the disability field; and
  - (a) Community Services Certificate III Disability, or approved equivalent; or
  - (b) A Registered Nurse Certificate with disability training.
- (ii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.

**Support Leader 2nd increment (SL 2)**

- (i) An employee will be classified at this level if they have 12 months experience in the disability field; and
  - (a) Completed Community Services Certificate IV Disability or approved equivalent; or
  - (b) A Registered Nurse Certificate with disability training; and 12 months service at SL1.
- (ii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.

**Support Leader 3rd increment (SL 3)**

- (i) An employee will be classified at this level if they have 12 months experience in the disability field; and
  - (a) Completed a Diploma Disability or approved equivalent; or
  - (b) A Registered Nurse Certificate with disability training; and 12 months service at SL2.
- (ii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.

**Support Leader 4th increment (SL 4)**

- (i) An employee will be classified at this level if they have at least 12 months experience in the disability field plus:
  - (a) A Bachelor of Disability Studies (BDS); or an approved equivalent; or
  - (b) A Registered Nurse Certificate with disability training and 12 months service at SL3.
- (ii) During the probationary period all Employees at this increment will be required to complete the relevant Compliance and Essential Training Requirements.

**S.1.3.4 – Support Leader Experience**

Notwithstanding the above, if an employee has the required qualifications but has not achieved 12 months experience in the disability field, they will commence at the classification level immediately preceding the one applicable to their qualifications,

**S1.3.4 Cook**

**Cook Grade 1 (CK1)**

- (i) an Employee required to carry out simple diet and/or general cooking duties in addition to:
  - (a) assisting other cooks in the cooking and serving of meals.

**Cook Grade 2 (CK2)**

- (i) an Employee who has completed an apprenticeship as a cook and who is required to:
  - (a) cook most types of meals; and/or
  - (b) carry out all kinds of diet cooking.

**Cook Grade 3 (CK3)**

- (i) an Employee who, in addition to performing duties required of a Cook Grade 2, is capable of and required to:
  - (a) prepare meals of smorgasbord type; and
  - (b) special dinners and special luncheons, etc.

**S1.3.5 Vocational Services Officer**

S1.3.5.1 An Employee who provides support to people with a disability who are Supported Employees and clients of Minda and;

- (a) Implements policies ensuring clients and/or Supported Employees and/or day options clients participate in the delivery of services;
- (b) Ensures client choice and participation in personal decisions;
- (c) Implements policies and plans;
- (d) Ensures services are delivered in accordance with policies;
- (e) Promotes the ability, contribution and competency of people with disability, identify individual advocacy needs, provides information and promotes and encourages the use of advocates;
- (f) Provides access to family and personal networks;
- (g) Implements work practices to appropriate standards.

**Vocational Services Officer Level 1 (VSO1)**

- (i) An Employee on appointment will be classified at Level 1.1
- (ii) During the probationary period all Employees are required to complete the relevant Compliance and Essential Training Requirements
- (ii) To be eligible for VSO 1.2 an Employee must have:
  - (a) completed the relevant Compliance and Essential Training Requirements.

### **Vocational Services Officer Level 2 (VSO2)**

- (i) To commence at VSO 2.1 an Employee must have completed their Certificate III in Disability Studies or an approved equivalent.
- (ii) During the probationary period all Employees are required to complete the relevant Compliance and Essential Training Requirements.
- (iii) To be eligible for VSO 2.2 an Employee must have:
  - (a) completed 12 months service at VSO 2.1; or
  - (b) an approved Trade Certificate relevant to the position in which they are employed (employees with a relevant Trade Certificate will commence at VSO2.2); and
  - (c) completion of the relevant Compliance and Essential Training Requirements.
- (iv) To be eligible for VSO 2.3 an Employee must have:
  - (a) completed 12 months of at VSO2.2.; or
  - (b) For those employees with a relevant Trade Certificate they are required to also complete the Certificate III in Disability; and
  - (c) Completion of the Compliance and Essential Training Requirements.
- (v) To be eligible for VSO2.4 an Employee must have:
  - (a) completed 12 months of service at VSO2.3; and
  - (b) A degree or Trade qualification relevant to the position in which they are employed; and
  - (c) Completion of the relevant Compliance and essential training requirements.

### **Vocational Services Officer Level 3(VSO3)**

VSO Level 3 is a promotional appointment

- (i) An Employee who is appointed to this position will hold a Certificate III in Disability Studies or equivalent and at a minimum be enrolled in Certificate IV in Disability Studies (VSO3.1)
- (ii) After 12 months service at VSO3.1, Certificate IV in Disability Studies or degree (VSO 3.2)
- (iii) After 12 months service at VSO3.2 an Employee will be classified at Level 3.3 (VSO3.3)

### **Vocational Services Officer Level 4 (VSO4)**

VSO Level 4 is a promotional appointment

- (i) An Employee who is appointed to this position will hold a Bachelor or Diploma in Disability Studies or relevant tertiary qualifications (VSO4.1)
- (ii) After 12 months service at VSO 4.1 an Employee will be classified at 4.2 (VSO4.2)
- (iii) 12 months service as VSO 4.2 an Employee will be classified at 4.3 (VSO4.3)

### **S1.3.6 Professional Services Officer**

- S1.3.6.1 An Employee who will have attained through discipline-based, degree level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a recognised professional discipline such as Physiotherapy, Occupational Therapy, Podiatry, Speech Pathology or Psychology, Social Work and others. In many disciplines formal professional registration will be expected or will have been acquired. This may require post-graduate qualifications (necessary for registration).

#### **Professional Services Officer Level 1 (PSO 1)**

##### **PSO Level 1.1**

Employees at a PSO 1.1 will have significant relevant experience in the disability sector and are enrolled in and undertaking a Bachelor of Disability Studies or approved equivalent; or a Bachelor Degree in area of professional discipline and no previous relevant experience.

As a minimum an Employee must have;

- (i) Enrolled in and undertaking an approved Bachelor Degree: Bachelor of Disability Studies or approved equivalent; and
- (ii) Relevant experience working in the disability sector in a similar role; or
- (iii) Completed a Bachelor Degree in area of professional discipline.

During the probationary period all Employees at this level will be required to complete the relevant Compliance and Essential Training Requirements.

##### **PSO Level 1.2**

Employees at a PSO 1.2 will hold at a minimum a 4 year Bachelor Degree in area of professional discipline requiring registration and may have relevant experience in the disability sector; or will hold a 3 year Bachelor Degree in area of professional discipline and 12 months service at a PSO 1.1.

At this level contributions are essentially operational in nature and deal with non-repetitive projects, cases and or situations. Employees at this level will work under the direct supervision of a responsible



senior professional, and may operate individually, as a member of a project team, within a work group, or as a recent graduate.

Employees will be encouraged to progressively obtain greater levels of discipline and specialised knowledge through post-graduate qualifications and studies.

As a minimum an Employee must;

- (i) Hold a 4 year Bachelor Degree in an approved professional discipline; and
- (ii) Registered with professional peak body relevant to discipline; or
- (iii) 3 year Bachelor Degree and 12 months service at PSO 1.1.

During the probationary period all Employees at this level will be required to complete the relevant Compliance and Essential Training Requirements

### **PSO Level 1.3**

Employees at a PSO 1.3 will have relevant experience in the disability sector, a Bachelor Degree in a professional discipline requiring registration and 12 months service at a PSO 1.2; or hold a post graduate qualification in area of professional discipline and relevant experience in the disability sector.

At this level contributions will become increasingly more complex and may contain competing and sometimes conflicting factors. Resolution and/or end results will require the application of acquired experience and in accordance with complexity and variety of projects undertaken.

Employees at this level will work under the direct supervision of a responsible senior professional, and may operate individually, as a member of a project team, within a work group, or as a recent graduate.

Employees will be encouraged to progressively obtain greater levels of discipline and specialised knowledge through post-graduate qualifications and studies.

As a minimum an Employee must;

- (i) Hold a Bachelor Degree in an approved professional discipline; and
- (ii) Registered with professional peak body relevant to discipline; and
- (iii) 12 months service at PSO 1.2; or
- (iv) Post-graduate qualifications in area of professional discipline.

During the probationary period all Employees at this level will be required to complete the relevant Compliance and Essential Training Requirements

#### **PSO Level 1.4**

Employees at a PSO 1.4 will have a Bachelor Degree in a professional discipline requiring registration, or post-graduate qualifications in area of professional discipline and 12 months service at a PSO 1.3.

At this level employees will work with a degree of autonomy and exercise professional judgement through the selection and application of procedures, methods and discipline standards within prescribed areas.

Employees at this level will work under a responsible senior professional, however will operate with a degree of autonomy.

As a minimum an Employee must;

- (i) Hold a Bachelor Degree or Post-graduate qualifications in an approved professional discipline; and
- (ii) Registered with professional peak body relevant to discipline; and
- (iii) 12 months service at PSO 1.3.

#### **PSO Level 1.5**

PSO 1.5 is a promotional appointment. Employees at a PSO 1.5 will have extensive experience in the disability sector and within area of professional discipline (Disability Studies) and will be considered to be Senior Level.

At this level employees will be responsible for the supervision of other professionals within a team, including professional conduct and organisation.

As a minimum an Employee must have;

- (i) 4 year degree in Bachelor of Disability Studies or approved equivalent; and
- (ii) Extensive relevant experience in area of professional discipline and the disability sector.

#### **PSO Level 1.6**

To progress to a PSO 1.6 employees must have 12 months service at a PSO 1.5.

#### **Professional Services Officer Level 2 (PSO 2)**

At Level 2 positions may have the following features:

Employees at this level will possess and work within a recognised professional speciality within their discipline requiring professional expertise and knowledge. Tasks undertaken may be broad in scope and involve complex professional problems.

Employees will be experienced and competent clinicians/practitioners and apply sound level evidence and judgement by informing on service quality and service improvement activities, shaping service delivery and making contribution to the wider development of technical competence.

To provide services to other agencies and individuals, a position at this level may combine any of the following responsibilities:

- the reporting of investigations to a client directly;
- the co-ordination of projects;
- the provision of discrete professional consultancy services.

Employees at this level may operate under limited supervision as either a member of specialist professional or multi-disciplinary teams, or independently. In certain situations, advice may be sought regarding complex or unusual matters.

### **PSO Level 2.5**

PSO Level 2.5 is a promotional appointment.

Employees at this level will be responsible for other professionals within their work unit having access to professional/clinical supervision.

They will provide professional leadership in the relevant network, including facilitating access to relevant training for professional staff and leading improvement in the safety and quality of professional services.

### **Professional Services Officer Level 3 (PSO 3)**

Employees at this level will be considered to be Senior Clinicians/Practitioners in their area of professional discipline. They will operate with an absolute degree of autonomy and provide a consultancy service in their area of expertise.

An Employee at this level may operate as a specialist professional, a practitioner with responsibility for complex duties, or as a leader of a work unit. In general, positions at this level possess professional responsibility for the outcomes of their work unit.

Employees at this level may include a combination of the following inputs:

- the undertaking of work with significant scope and/or complexity;
- contributions to the development of operational policy;
- the undertaking of professional duties of an innovative, novel, and/or critical nature without professional direction;
- the assessment of the professional, technical and economic impacts of achievements/projects.

#### **Professional Services Officer Level 4 (PSO 4)**

Employees at this level will be considered to be Advanced Clinicians/Practitioners in their area of professional discipline. They will be recognised as an authority within a particular field of a professional discipline and have comprehensive knowledge within the professional discipline and broad exposure to other professional disciplines.

Employees at this level will generally have a high profile within the discipline and will operate within broad guidelines to achieve specific objectives with professional independence.

Employees at this level may include a combination of the following inputs:

- the exercise of significant professional judgement in the development/application of discipline principles and new technology;
- the management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines;
- the provision of a professional contribution to corporate objectives and policy;
- implementing and interpreting policy directives to satisfy the demands of professional and executive programmes;
- ensuring management/authorities are aware of current developments in the discipline.

#### **Professional Services Officer Level 5 (PSO 5)**

Employees at this level will have a high level of expertise and experience to determine professional objectives/priorities within the framework of an organisation's corporate goals and recognition as a leading authority within a professional discipline.

Positions at this level have critical impacts to the agency, to Industry, to the State, or to the Nation, and decisions made will not usually be subject to the professional review.

Employees at this level may include a combination of the following inputs:

- the initiation and/or management of high level programmes and major investigations;
- the determination of operational standards/objectives within an agency;
- the provision of authoritative and specialist consultancy services on aspects of policy development,
- operation as a specialist with authority in a field where the requirements are very complex and of major importance to the agency;
- the achievement of specific and significant programmes and goals.

To provide consultancy services to external organisations, a position at this level may include the following inputs:

- the provision of highly specialised services to Government agencies;
- the provision of specialised services to industry where the end product is of major importance.

### **S1.3.7 Operational Services Officer**

- S1.3.7.1 An Employee who performs technical tasks or supervises those who perform technical tasks such as qualified trades persons or maintenance staff.

#### **Operational Services Officer Level 1 (OPS1)**

At level 1 positions may have the following features:

First level positions involve achieving clearly defined outcomes and/or problem solving; the position contributes specific knowledge or skills or information to the work of the agency. The position is distinguished from the first level by the nature, scope and complexity of the function being greater than positions at Level 1 ie. the responsibility for receiving work, determining the priorities to ensure end results are achieved.

This level of work is identified by particular work factors such as:

- the consequences of decisions;
- the level of communication skills required;
- the nature and importance of the judgements exercised;
- the complexity of the work and the size of the work organisation

#### *Characteristics of Level 1*

- (a) Knowledge/Experience
  - knowledge of established work practices and procedures;
  - general discipline knowledge and experience;
  - working knowledge of agency operations
- (b) Responsibility
  - requires the application of initiative and/or judgement;
  - undertake responsibility for a discrete group on an individual basis;
  - undertake responsibility for a minor agency function;
  - perform a discrete group of activities on an individual basis
- (c) Environment
  - general direction;
  - scope for interpreting the rules, regulations, guidelines, instructions and procedures
  - agency size may impact upon involvement in activities i.e. in a small agency positions may involve a range of activities but

in large agency may involve fewer activities but in greater depth; work outcomes are normally monitored.

### **Operational Services Officer Level 2 (OPS2)**

At level 2 positions may have the following features:

Second level positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices.

Positions are required to contribute expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

General features of positions at this level indicate the use of knowledge, judgement and work organisation skills acquired through previous employment or through post-secondary education.

Positions involve a range of work functions or contribute to interpretation and administration of matters for which there are no clearly established practices or procedures.

#### *Characteristic of Level 2*

(a) Knowledge/Experience

- broad knowledge of the agency's functions and activities;
- sound knowledge of the major activity performed within the work area;
- may have attained a required level of knowledge in a particular discipline through post-secondary education;

(b) Responsibility

- have responsibility for one or more minor functions within an agency;
- may set outcome objectives;
- be required to exercise initiative and judgement

(c) Environment

- is the appointment level for duties which are complex and specialised
- requires the development of expertise over time and previous knowledge or skills;
- may exercise initiative in the application of established practices or procedures

### **Operational Services Officer Level 3 (OPS3)**

At level 3 positions may have the following features

Third level positions demand responsibility for particular function(s) within an agency, contribute demonstrated level of knowledge/experience and will be expected to operate with a degree of autonomy.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post-

secondary or tertiary study. In addition, positions will contribute knowledge to agency programme activities and or policy and require the use of skills and techniques appropriate to the work discipline.

The work requires:

- the co-ordination of a range of agency functions;
- the identification of potential or desired outcomes;
- the contribution of critical knowledge or skills; and
- the exercising of judgements and/or delegated authority in areas where precedents or procedures are not clearly defined.

The position may have impact that extends to the community and other agencies or have significant day-to-day administrative responsibilities within an agency.

### *Characteristics of Level 3*

(a) Knowledge/Experience

- knowledge of agency programmes, policies and activities;
- sound discipline knowledge gained through experience, training or education;
- knowledge of the role of agency structures and/or service functions

(b) Responsibility

- responsibility for a range of functions within an agency;
- exercise administrative responsibility for a unit of agency activity;
- undertake minor projects which may have impact on agency operations but have limited management significance;
- exercise initiative and, judgement where procedures are not clearly defined;
- identification of specific or desired performance outcomes

(c) Environment

- limited direction;
- work within broadly defined guidelines;
- and exercise a degree of autonomy in the discharge of duties.

### **Operational Services Officer Level 4 (OPS4)**

At level 4 positions may have the following features:

Fourth level positions demand demonstrated experience and competence in the appropriate discipline(s). Important features include the level of responsibility for decision-making, the exercise of judgement and delegated authority, the provision of expert advice, consultation and assistance relevant to the discipline(s) involved.

Positions work under limited direction and are identified by:

- the impact on the activities undertaken or outcomes achieved by the agency;

- the functions and/or activities undertaken by other agencies and/or sections of the community served by the agency.

*Characteristics of Level 4*

(a) Knowledge/Experience

- discipline knowledge gained through experience, training or education;
- knowledge of agency programme activities and policies;
- knowledge of organisation structures or functions

(b) Responsibility

- provide advice on matters of some complexity within the discipline(s);
- approve documentation to ensure statutory requirements are met;
- undertake significant projects requiring the use of analytical skills and preparation of written reports with recommendations;
- negotiate on matters of significance within the agency, with other bodies or agencies and members of the public;
- control and co-ordinate elements of a total agency programme;
- may undertake the span of duties for a single function within a discipline, including problem definition, planning,
- execution of judgement and delegated authority and analysis of results;
- contributes to the development of new techniques and methodology;
- undertake duties which involve more than one discipline within an agency;
- may provide consultancy services to agencies for a specific range of activities

(c) Environment

- limited direction given;
- may operate as either a member of specialist or multi-disciplinary team or independently;
- works within the prescribed limits, scope and objectives of an activity/project;
- selects methods and techniques based on sound judgement;
- may report directly to a client.



### **Operational Services Officer Level 5 (OPS5)**

At level 5 positions may have the following features:

Fifth level positions control and/or co-ordinate projects or programmes within an agency in accordance with corporate goals, and require the development, implementation and evaluation of agency activities. Positions require significant levels of discipline knowledge and competence and the work is an extension of the previous level.

The scope of the position may influence state, regional or local office operations, and require:

- a significant level of responsibility and decision-making;
- the exercise of judgement and delegated authority;
- the provision of expert advice, consultation and assistance; and
- policy advice relevant to the discipline involved under limited direction.

#### *Characteristics of Level 5*

##### (a) Knowledge/Experience

- general knowledge of and agency policy and procedures;
- requires a significant level of discipline knowledge and competence gained through experience, training or education

##### (b) Responsibility

- review operations to determine their effectiveness;
- provide advice on policy matters and contribute to its Development;
- develop, implement and evaluate significant work programmes;
- control and co-ordinate programmes within an organisation in accordance with its corporate goals;
- provide a consultancy service to a wide range of clients;
- undertake duties of more sensitive, innovative, novel, complex, and/or critical nature under limited direction.

##### (c) Environment

- authority exercised is limited by rules, procedures, regulations or agency operating instructions;
- scope of the position may influence state, regional or local office operations; and
- broad direction given.

### **Operational Services Officer Level 6 (OPS6)**

At level 6 positions may have the following features:

Sixth level positions are required to plan and implement agency objectives within the context of established corporate goals. They require a comprehensive discipline knowledge; significant expertise

and competence; the ability to formulate, implement, monitor, and evaluate projects and programmes within broad direction only.

Positions at this level impact significantly upon agency objectives and goals, and contribute towards the development of government policy.

Work at this level is distinguished by its focus which is directed to a particular community or agency programme objective and/or its impact on service wide programme delivery.

The level of the position is affected by the complexity and diversity of the operating environment in which it is located. That is, positions at level 7 can be distinguished from positions at level 6 by reason of the greater nature, scope and complexity of the function.

Sixth level salaries are fixed salaries with no annual increment and the appointment to each level is dependant on the assessment of the position in relation to:

- the complexity of the job role, and
- the size and scope of the area of operations.

#### *Characteristics of Level 6*

(a) Knowledge/Experience

- detailed knowledge of, agency policy procedures and practices;
- application of a high level of discipline knowledge

(b) Responsibility

- administer complex. policy matters;
- devise and implement on-going plans and programmes for significant policy areas or agencies;
- plan and implement agency objectives within corporate goals;
- initiate and formulate agency programmes;
- implement, co-ordinate and deliver agency programmes to achieve agreed objectives

(c) Environment

- significant delegated authorities;
- scope of the position may be state wide or service wide; and
- autonomy in determining methodology and responsibility for outcomes within broad parameters.

#### **Operational Services Officer Level 7 (OPS7)**

At Level 7 positions may have the following features:

Seventh level positions are responsible for a major program or programs at the statewide level or are of critical importance to the agency operating within broad policy guidelines.

There is a demand for very high levels of discipline expertise and experience combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the agency or of other agencies.

This level requires:

- capacity for original thinking creativity;
- the exercise of significant levels of independent judgment; and
- the exercise of delegated authority as required.

Seventh level salaries are fixed salaries with no annual increment and the appointment to each level is dependant on the assessment of the position in relation to:

- the complexity of the job role, and
- the size and scope of the area of operations.

#### *Characteristics of Level 7*

##### (a) Knowledge/Experience

- detailed knowledge of government policies and procedures and their application in relation to agency operations;
- very high level of discipline knowledge.

##### (b) Responsibility

- may be responsible for service wide function;
- management of significant resources;
- broad direction only significant role in the development of policies and setting objectives for work area;
- may provide a specialist consulting service within or across agencies;
- interpret, review and implement policy instructions;
- undertake complex project work;
- monitor the appropriateness of organisational design;
- formulate policies and plans for staff and organisational development;
- evaluate the results of program activities against stated objectives.

##### (c) Environment

- impact of decisions is significant within the operations of the work area and the agency and significant delegated authorities.

### **S1.3.8 Administrative Officer**

- S1.3.8.1 An Employee who performs clerical, administrative and related tasks or the management of people who perform such tasks.

#### **Administrative Officer Level 1 (ASO1)**

At level 1 positions may have the following features:

First level positions develop and change in accordance with the experience and competence of individual employees.

Work will initially require completion of standardised work routines. The work has clearly defined objectives with performance outcomes being readily observable or able to be closely monitored.

As individual employees develop more experience and knowledge they exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

Positions at this level progressively involve an employee in a range of activities requiring the use of:

- written and numerical skills;
- clerical skills;
- written and verbal communication;
- equipment skills (eg. keyboard);
- and other work skills appropriate to the discipline.

These skills are readily transferable between organisations.

#### *Characteristics of Level 1*

- (a) Knowledge/Experience
  - basic knowledge of clerical and administrative practices and
  - some knowledge of relevant agency operations and the work discipline;
- (b) Responsibility
  - require a limited degree of initiative and judgement
- (c) Environment
  - ready access to advice or assistance;
  - induction level for the stream;
  - adherence to instructions,
  - established practices, procedures, and guidelines;
  - continued on-the-job training and development of employees at this level;
  - outcomes are closely monitored.

#### **Administrative Officer Level 2 (ASO2)**

At level 2 positions may have the following features:

Second level positions involve achieving clearly defined outcomes and/or problem solving; the position contributes specific knowledge or skills or information to the work of the agency. The position is distinguished from the first level by the nature, scope and complexity of the function being greater than positions at Level 1 ie. the responsibility for receiving work, determining the priorities to ensure end results are achieved.

This level of work is identified by particular work factors such as:

- the consequences of decisions;
- the level of communication skills required;

- the nature and importance of the judgements exercised;
- the complexity of the work and the size of the work organisation

*Characteristics of Level 2*

- (a) Knowledge/Experience
  - knowledge of established work practices and procedures;
  - general discipline knowledge and experience;
  - working knowledge of agency operations
- (b) Responsibility
  - requires the application of initiative and/or judgement;
  - undertake responsibility for a discrete group on an individual basis;
  - undertake responsibility for a minor agency function;
  - perform a discrete group of activities on an individual basis
- (c) Environment
  - general direction;
  - scope for interpreting the rules, regulations, guidelines, instructions and procedures
  - agency size may impact upon involvement in activities ie. in a small agency positions may involve a range of activities but in large agency may involve fewer activities but in greater depth; work outcomes are normally monitored.

**Administrative Officer Level 3 (ASO3)**

At level 3 positions may have the following features:

Third level positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices.

Positions are required to contribute expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

General features of positions at this level indicate the use of knowledge, judgement and work organisation skills acquired through previous employment or through post-secondary education.

Positions involve a range of work functions or contribute to interpretation and administration of matters for which there are no clearly established practices or procedures.

*Characteristic of Level 3*

- (a) Knowledge/Experience
  - broad knowledge of the agency's functions and activities;
  - sound knowledge of the major activity performed within the work area;

- may have attained a required level of knowledge in a particular discipline through post-secondary education;
- (b) Responsibility
  - have responsibility for one or more minor functions within an agency;
  - may set outcome objectives;
  - be required to exercise initiative and judgement
- (c) Environment
  - is the appointment level for duties which are complex and specialised
  - requires the development of expertise over time and previous knowledge or skills;
  - may exercise initiative in the application of established practices or procedures

#### **Administrative Officer Level 4 (ASO4)**

At level 4 positions may have the following features

Fourth level positions demand responsibility for particular function(s) within an agency, contribute demonstrated level of knowledge/experience and will be expected to operate with a degree of autonomy.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post-secondary or tertiary study. In addition, positions will contribute knowledge to agency programme activities and or policy and require the use of skills and techniques appropriate to the work discipline.

The work requires:

- the co-ordination of a range of agency functions;
- the identification of potential or desired outcomes;
- the contribution of critical knowledge or skills; and
- the exercising of judgements and/or delegated authority in areas where precedents or procedures are not clearly defined.

The position may have impact that extends to the community and other agencies or have significant day-to-day administrative responsibilities within an agency.

#### *Characteristics of Level 4*

- (a) Knowledge/Experience
  - knowledge of agency programmes, policies and activities;
  - sound discipline knowledge gained through experience, training or education;
  - knowledge of the role of agency structures and/or service functions
- (b) Responsibility
  - responsibility for a range of functions within an agency;

- exercise administrative responsibility for a unit of agency activity;
- undertake minor projects which may have impact on agency operations but have limited management significance;
- exercise initiative and, judgement where procedures are not clearly defined;
- identification of specific or desired performance outcomes

(c) Environment

- limited direction;
- work within broadly defined guidelines;
- and exercise a degree of autonomy in the discharge of duties.

**Administrative Officer Level 5 (ASO5)**

At level 5 positions may have the following features:

Fifth level positions demand demonstrated experience and competence in the appropriate discipline(s). Important features include the level of responsibility for decision-making, the exercise of judgement and delegated authority, the provision of expert advice, consultation and assistance relevant to the discipline(s) involved.

Positions work under limited direction and are identified by:

- the impact on the activities undertaken or outcomes achieved by the agency;
- the functions and/or activities undertaken by other agencies and/or sections of the community served by the agency.

*Characteristics of Level 5*

(a) Knowledge/Experience

- discipline knowledge gained through experience, training or education;
- knowledge of agency programme activities and policies;
- knowledge of organisation structures or functions

(b) Responsibility

- provide advice on matters of some complexity within the discipline(s);
- approve documentation to ensure statutory requirements are met;
- undertake significant projects requiring the use of analytical skills and preparation of written reports with recommendations;
- negotiate on matters of significance within the agency, with other bodies or agencies and members of the public;
- control and co-ordinate elements of a total agency programme;
- may undertake the span of duties for a single function within a discipline, including problem definition, planning,

- execution of judgement and delegated authority and analysis of results;
- contributes to the development of new techniques and methodology;
- undertake duties which involve more than one discipline within an agency;
- may provide consultancy services to agencies for a specific range of activities

(c) Environment

- limited direction given;
- may operate as either a member of specialist or multi-disciplinary team or independently;
- works within the prescribed limits, scope and objectives of an activity/project;
- selects methods and techniques based on sound judgement;
- may report directly to a client.

**Administrative Officer Level 6 (ASO6)**

At level 6 positions may have the following features:

Sixth level positions control and/or co-ordinate projects or programmes within an agency in accordance with corporate goals, and require the development, implementation and evaluation of agency activities. Positions require significant levels of discipline knowledge and competence and the work is an extension of the previous level.

The scope of the position may influence state, regional or local office operations, and require:

- a significant level of responsibility and decision-making;
- the exercise of judgement and delegated authority;
- the provision of expert advice, consultation and assistance; and
- policy advice relevant to the discipline involved under limited direction.

*Characteristics of Level 6*

(a) Knowledge/Experience

- general knowledge of and agency policy and procedures;
- requires a significant level of discipline knowledge and competence gained through experience, training or education

(b) Responsibility

- review operations to determine their effectiveness;
- provide advice on policy matters and contribute to its Development;
- develop, implement and evaluate significant work programmes;



- control and co-ordinate programmes within an organisation in accordance with its corporate goals;
- provide a consultancy service to a wide range of clients;
- undertake duties of more sensitive, innovative, novel, complex, and/or critical nature under limited direction.

(c) Environment

- authority exercised is limited by rules, procedures, regulations or agency operating instructions;
- scope of the position may influence state, regional or local office operations; and
- broad direction given.

**Administrative Officer level 7 (ASO7)**

At level 7 positions may have the following features:

Seventh level positions are required to plan and implement agency objectives within the context of established corporate goals. They require a comprehensive discipline knowledge; significant expertise and competence; the ability to formulate, implement, monitor, and evaluate projects and programmes within broad direction only.

Positions at this level impact significantly upon agency objectives and goals, and contribute towards the development of government policy.

Work at this level is distinguished by its focus which is directed to a particular community or agency programme objective and/or its impact on service wide programme delivery.

The level of the position is affected by the complexity and diversity of the operating environment in which it is located. That is, positions at level 7 can be distinguished from positions at level 6 by reason of the greater nature, scope and complexity of the function.

Seventh level salary levels are fixed salaries with no annual increment and the appointment to each level is dependant on the assessment of the position in relation to:

- the complexity of the job role, and
- the size and scope of the area of operations.

*Characteristics of Level 7*

(a) Knowledge/Experience

- detailed knowledge of, agency policy procedures and practices;
- application of a high level of discipline knowledge

(b) Responsibility

- administer complex. policy matters;
- devise and implement on-going plans and programmes for significant policy areas or agencies;
- plan and implement agency objectives within corporate goals;
- initiate and formulate agency programmes;

- implement, co-ordinate and deliver agency programmes to achieve agreed objectives

(c) Environment

- significant delegated authorities;
- scope of the position may be state wide or service wide; and
- autonomy in determining methodology and responsibility for outcomes within broad parameters.

**PART B: WAGES TABLE**

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	7% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018	1% FFPP after 1 December 2018
<b>DISABILITY SUPPORT WORKER LEVEL 1</b>							
DSW	1.1	\$42,448.30	\$43,297.27	\$46,328.07	\$47,254.64	\$48,199.73	
DSW	1.2	\$43,275.85	\$44,141.37	\$47,231.26	\$48,175.89	\$49,139.41	
<b>DISABILITY SUPPORT WORKER LEVEL 2</b>							
DSW	2.1	\$44,589.63	\$45,481.42	\$48,665.12	\$49,638.42	\$50,631.19	
DSW	2.2	\$45,667.54	\$46,580.89	\$49,841.55	\$50,838.38	\$51,855.15	
DSW	2.3	\$46,364.63	\$47,291.92	\$50,602.36	\$51,614.40	\$52,646.69	\$53,173.16
DSW	2.4		\$48,500.00	\$51,895.00	\$52,932.90	\$53,991.56	\$54,531.47
<b>TEAM LEADER</b>							
TL	1	\$47,998.62	\$48,958.59				
TL	2	\$49,077.86	\$50,059.42				
TL	3	\$50,557.67	\$51,568.82				
TL	4	\$52,055.93	\$53,097.05				
TL	5	\$53,559.48	\$54,630.67				
TL	6	\$55,231.69	\$56,336.32				
<b>SUPPORT LEADER</b>							
SL	1			\$55,178.64	\$56,282.21	\$57,407.86	\$57,981.94
SL	2			\$56,813.84	\$57,950.12	\$59,109.12	\$59,700.21
SL	3			\$58,454.82	\$59,623.91	\$60,816.39	\$61,424.55
SL	4			\$60,279.87	\$61,485.46	\$62,715.17	\$63,342.32

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>VOCATIONAL SERVICES OFFICER LEVEL 1</b>						
VSO	1.1	\$44,352.44	\$45,239.49	\$46,144.28	\$47,067.16	\$48,008.51
VSO	1.2	\$45,531.82	\$46,442.46	\$47,371.31	\$48,318.73	\$49,285.11
<b>VOCATIONAL SERVICES OFFICER LEVEL 2</b>						
VSO	2.1	\$46,711.19	\$47,645.41	\$48,598.32	\$49,570.29	\$50,561.69
VSO	2.2	\$47,891.88	\$48,849.72	\$49,826.71	\$50,823.25	\$51,839.71
VSO	2.3	\$48,640.36	\$49,613.17	\$50,605.43	\$51,617.54	\$52,649.89
VSO	2.4	\$49,809.20	\$50,805.38	\$51,821.49	\$52,857.92	\$53,915.08
<b>VOCATIONAL SERVICES OFFICER LEVEL 3</b>						
VSO	3.1	\$51,650.08	\$52,683.08	\$53,736.74	\$54,811.48	\$55,907.71
VSO	3.2	\$53,492.27	\$54,562.12	\$55,653.36	\$56,766.42	\$57,901.75
VSO	3.3	\$55,333.15	\$56,439.81	\$57,568.61	\$58,719.98	\$59,894.38
<b>VOCATIONAL SERVICES OFFICER LEVEL 4</b>						
VSO	4.1	\$58,905.54	\$60,083.65	\$61,285.32	\$62,511.03	\$63,761.25
VSO	4.2	\$60,477.61	\$61,687.16	\$62,920.91	\$64,179.32	\$65,462.91
VSO	4.3	\$62,048.35	\$63,289.32	\$64,555.10	\$65,846.21	\$67,163.13

<b>ADMINISTRATION SERVICES OFFICER LEVEL 1</b>						
ASO	1.1	\$40,794.54	\$41,610.43	\$42,442.64	\$43,291.49	\$44,157.32
ASO	1.2	\$41,830.30	\$42,666.91	\$43,520.24	\$44,390.65	\$45,278.46
ASO	1.3	\$42,964.86	\$43,824.16	\$44,700.64	\$45,594.65	\$46,506.55
ASO	1.4	\$44,000.61	\$44,880.62	\$45,778.23	\$46,693.80	\$47,627.68
ASO	1.5	\$45,038.98	\$45,939.76	\$46,858.55	\$47,795.73	\$48,751.64
ASO	1.6	\$46,168.28	\$47,091.65	\$48,033.48	\$48,994.15	\$49,974.03
<b>ADMINISTRATION SERVICES OFFICER LEVEL 2</b>						
ASO	2.1	\$49,089.71	\$50,071.50	\$51,072.93	\$52,094.39	\$53,136.28
ASO	2.2	\$51,111.13	\$52,133.35	\$53,176.02	\$54,239.54	\$55,324.33
ASO	2.3	\$53,132.53	\$54,195.18	\$55,279.08	\$56,384.67	\$57,512.36

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>ADMINISTRATION SERVICES OFFICER LEVEL 3</b>						
ASO	3.1	\$57,170.09	\$58,313.49	\$59,479.76	\$60,669.36	\$61,882.74
ASO	3.2	\$59,191.50	\$60,375.33	\$61,582.84	\$62,814.49	\$64,070.78
ASO	3.3	\$61,212.91	\$62,437.17	\$63,685.91	\$64,959.63	\$66,258.82
<b>ADMINISTRATION SERVICES OFFICER LEVEL 4</b>						
ASO	4.1	\$65,338.75	\$66,645.53	\$67,978.44	\$69,338.00	\$70,724.76
ASO	4.2	\$66,847.55	\$68,184.50	\$69,548.19	\$70,939.15	\$72,357.94
ASO	4.3	\$68,356.37	\$69,723.50	\$71,117.97	\$72,540.33	\$73,991.13
<b>ADMINISTRATION SERVICES OFFICER LEVEL 5</b>						
ASO	5.1	\$72,868.30	\$74,325.67	\$75,812.18	\$77,328.42	\$78,874.99
ASO	5.2	\$75,655.32	\$77,168.43	\$78,711.79	\$80,286.03	\$81,891.75
ASO	5.3	\$78,641.31	\$80,214.14	\$81,818.42	\$83,454.79	\$85,123.88
ASO	5.4	\$81,625.99	\$83,258.51	\$84,923.68	\$86,622.15	\$88,354.60
<b>ADMINISTRATION SERVICES OFFICER LEVEL 6</b>						
ASO	6.1	\$84,414.33	\$86,102.62	\$87,824.67	\$89,581.16	\$91,372.79
ASO	6.2	\$87,002.36	\$88,742.41	\$90,517.26	\$92,327.60	\$94,174.15
ASO	6.3	\$89,591.72	\$91,383.55	\$93,211.23	\$95,075.45	\$96,976.96
<b>ADMINISTRATION SERVICES OFFICER LEVEL 7</b>						
ASO	7.1	\$93,182.56	\$95,046.21	\$96,947.14	\$98,886.08	\$100,863.80
ASO	7.2	\$95,898.43	\$97,816.40	\$99,772.73	\$101,768.18	\$103,803.54
ASO	7.3	\$98,474.60	\$100,444.09	\$102,452.97	\$104,502.03	\$106,592.07
ASO	7.4	\$101,148.28	\$103,171.25	\$105,234.67	\$107,339.36	\$109,486.15

<b>COOK LEVEL 1</b>						
CK	1.1	\$42,639.63	\$43,492.42	\$44,362.27	\$45,249.52	\$46,154.51
CK	1.2	\$43,130.12	\$43,992.72	\$44,872.58	\$45,770.03	\$46,685.43
CK	1.3	\$43,585.65	\$44,457.36	\$45,346.51	\$46,253.44	\$47,178.51
<b>COOK LEVEL 2</b>						
CK	2.1	\$45,321.53	\$46,227.96	\$47,152.52	\$48,095.57	\$49,057.48
CK	2.2	\$45,804.25	\$46,720.34	\$47,654.74	\$48,607.84	\$49,579.99
CK	2.3	\$46,277.27	\$47,202.82	\$48,146.87	\$49,109.81	\$50,092.01

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>COOK LEVEL 3</b>						
CK	3.1	\$45,655.22	\$48,768.32	\$49,743.69	\$50,738.56	\$51,753.34
CK	3.2	\$46,207.29	\$49,331.44	\$50,318.06	\$51,324.43	\$52,350.91
CK	3.3	\$46,645.31	\$49,778.22	\$50,773.78	\$51,789.26	\$52,825.04

<b>HEAD CHEF</b>		\$53,875.25	\$54,952.76	\$56,051.81	\$57,172.85	\$58,316.30
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<b>APPRENTICE COOK</b>						
APP	1	\$21,883.99	\$22,321.67	\$22,768.10	\$23,223.47	\$23,687.93
APP	2	\$25,861.69	\$26,378.92	\$26,906.50	\$27,444.63	\$27,993.52
APP	3	\$30,840.47	\$31,457.28	\$32,086.42	\$32,728.15	\$33,382.72
APP	4	\$34,818.18	\$35,514.54	\$36,224.83	\$36,949.33	\$37,688.32

<b>KITCHEN ASSISTANT</b>						
KA	1	\$41,670.30	\$42,503.71	\$43,353.78	\$44,220.86	\$45,105.27
KA	2	\$42,178.92	\$43,022.50	\$43,882.95	\$44,760.61	\$45,655.82
KA	3	\$42,616.30	\$43,468.63	\$44,338.00	\$45,224.76	\$46,129.25

<b>BOILER PERSON</b>						
BP	1	\$46,248.11	\$47,173.07	\$48,116.53	\$49,078.86	\$50,060.44
BP	2	\$46,721.12	\$47,655.54	\$48,608.65	\$49,580.83	\$50,572.44
BP	3	\$47,210.33	\$48,154.54	\$49,117.63	\$50,099.98	\$51,101.98

<b>LAUNDRY ATTENDENT</b>						
LA	1	\$42,967.49	\$43,826.84	\$44,703.38	\$45,597.44	\$46,509.39
LA	2	\$43,458.00	\$44,327.16	\$45,213.70	\$46,117.98	\$47,040.34
LA	3	\$43,905.73	\$44,783.84	\$45,679.52	\$46,593.11	\$47,524.97

<b>GARDENER HANDY PERSON</b>						
GHP	1	\$45,999.94	\$46,919.94	\$47,858.34	\$48,815.50	\$49,791.81
GHP	2	\$46,473.60	\$47,403.07	\$48,351.13	\$49,318.16	\$50,304.52
GHP	3	\$46,964.75	\$47,904.05	\$48,862.13	\$49,839.37	\$50,836.16

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>OPERATIONAL SERVICES OFFICER LEVEL 1</b>						
OPS	1.1	\$39,944.59	\$40,743.48	\$41,558.35	\$42,389.52	\$43,237.31
OPS	1.2	\$41,830.28	\$42,666.89	\$43,520.22	\$44,390.63	\$45,278.44
OPS	1.3	\$42,964.86	\$43,824.16	\$44,700.64	\$45,594.65	\$46,506.55
OPS	1.4	\$44,000.60	\$44,880.61	\$45,778.22	\$46,693.79	\$47,627.66
OPS	1.5	\$45,038.99	\$45,939.77	\$46,858.57	\$47,795.74	\$48,751.65
OPS	1.6	\$46,168.28	\$47,091.65	\$48,033.48	\$48,994.15	\$49,974.03
<b>OPERATIONAL SERVICES OFFICER LEVEL 2</b>						
OPS	2.1	\$49,089.71	\$50,071.50	\$51,072.93	\$52,094.39	\$53,136.28
OPS	2.2	\$51,111.12	\$52,133.34	\$53,176.01	\$54,239.53	\$55,324.32
OPS	2.3	\$53,132.53	\$54,195.18	\$55,279.08	\$56,384.67	\$57,512.36
<b>OPERATIONAL SERVICES OFFICER LEVEL 3</b>						
OPS	3.1	\$57,170.09	\$58,313.49	\$59,479.76	\$60,669.36	\$61,882.74
OPS	3.2	\$59,191.49	\$60,375.32	\$61,582.83	\$62,814.48	\$64,070.77
OPS	3.3	\$61,212.91	\$62,437.17	\$63,685.91	\$64,959.63	\$66,258.82
<b>OPERATIONAL SERVICES OFFICER LEVEL 4</b>						
OPS	4.1	\$65,338.75	\$66,645.53	\$67,978.44	\$69,338.00	\$70,724.76
OPS	4.2	\$66,847.57	\$68,184.52	\$69,548.21	\$70,939.18	\$72,357.96
OPS	4.3	\$68,356.37	\$69,723.50	\$71,117.97	\$72,540.33	\$73,991.13
<b>OPERATIONAL SERVICES OFFICER LEVEL 5</b>						
OPS	5.1	\$70,079.96	\$71,481.56	\$72,911.19	\$74,369.41	\$75,856.80
OPS	5.2	\$72,370.20	\$73,817.60	\$75,293.96	\$76,799.84	\$78,335.83
OPS	5.3	\$74,660.42	\$76,153.63	\$77,676.70	\$79,230.23	\$80,814.84
<b>OPERATIONAL SERVICES OFFICER LEVEL 6</b>						
OPS	6.1	\$77,248.46	\$78,793.43	\$80,369.30	\$81,976.68	\$83,616.22
OPS	6.2	\$79,439.86	\$81,028.66	\$82,649.23	\$84,302.21	\$85,988.26
OPS	6.3	\$81,625.99	\$83,258.51	\$84,923.68	\$86,622.15	\$88,354.60
<b>OPERATIONAL SERVICES OFFICER LEVEL 7</b>						
OPS	7.1	\$84,414.32	\$86,102.61	\$87,824.66	\$89,581.15	\$91,372.77
OPS	7.2	\$87,002.36	\$88,742.41	\$90,517.26	\$92,327.60	\$94,174.15
OPS	7.3	\$89,591.73	\$91,383.56	\$93,211.24	\$95,075.46	\$96,976.97

Classification		EA8 Salary 01.12.14	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>DRIVER</b>						
DR	1	\$45,999.29	\$46,919.28	\$47,857.66	\$48,814.81	\$49,791.11
DR	2	\$46,471.65	\$47,401.08	\$48,349.10	\$49,316.09	\$50,302.41
DR	3	\$46,969.94	\$47,909.34	\$48,867.53	\$49,844.88	\$50,841.77

<b>RESIDENTIAL SUPPORT WORKER</b>						
RSW	1	\$41,354.72	\$42,181.81	\$43,025.45	\$43,885.96	\$44,763.68
RSW	2	\$41,863.37	\$42,700.64	\$43,554.65	\$44,425.74	\$45,314.26
RSW	3	\$42,327.31	\$43,173.86	\$44,037.33	\$44,918.08	\$45,816.44

<b>PHYSIOTHERAPY AIDE</b>						
PH	1	\$41,714.33	\$42,548.62	\$43,399.59	\$44,267.58	\$45,152.93
PH	2	\$42,143.91	\$42,986.79	\$43,846.52	\$44,723.45	\$45,617.92
PH	3	\$42,622.25	\$43,474.70	\$44,344.19	\$45,231.07	\$46,135.69
PH	4	\$43,092.68	\$43,954.53	\$44,833.62	\$45,730.30	\$46,644.90



Classification		EA8 Salary 01.12.14	Transition Rate	2% FFPP after 1 December 2015	2% FFPP after 1 July 2016	2% FFPP after 1 July 2017	2% FFPP after 1 July 2018
<b>PROFESSIONAL SERVICES OFFICER LEVEL 1</b>							
PSO	1.1 (entry 3 yr degree)	\$54,299.22	\$55,250.00	\$56,355.00	\$57,482.10	\$58,631.74	\$59,804.38
PSO	1.2 (entry 4 yr degree)	\$56,552.66	\$59,101.89	\$60,283.93	\$61,489.61	\$62,719.40	\$63,973.79
PSO	1.3 (entry post grad)	\$59,833.93	\$62,250.00	\$63,495.00	\$64,764.90	\$66,060.20	\$67,381.40
PSO	1.4	\$62,805.11	\$64,000.00	\$65,280.00	\$66,585.60	\$67,917.31	\$69,275.66
PSO	1.5 (promotional appt)	\$66,070.34	\$67,000.00	\$68,340.00	\$69,706.80	\$71,100.94	\$72,522.95
PSO	1.6	\$69,332.89	\$69,351.26	\$70,738.29	\$72,153.05	\$73,596.11	\$75,068.03
<b>PROFESSIONAL SERVICES OFFICER LEVEL 2</b>							
PSO	2.1	\$73,909.28	\$73,909.28	\$75,387.47	\$76,895.21	\$78,433.12	\$80,001.78
PSO	2.2	\$76,736.11	\$76,736.11	\$78,270.83	\$79,836.25	\$81,432.97	\$83,061.63
PSO	2.3	\$79,764.76	\$79,764.76	\$81,360.06	\$82,987.26	\$84,647.00	\$86,339.94
PSO	2.4	\$82,792.07	\$82,792.07	\$84,447.91	\$86,136.87	\$87,859.61	\$89,616.80
PSO	2.5		\$85,620.24	\$87,332.64	\$89,079.30	\$90,860.88	\$92,678.10
<b>PROFESSIONAL SERVICES OFFICER LEVEL 3</b>							
PSO	3.1	\$85,620.24	\$88,245.26	\$90,010.17	\$91,810.37	\$93,646.58	\$95,519.51
PSO	3.2	\$88,245.26	\$90,871.60	\$92,689.03	\$94,542.81	\$96,433.67	\$98,362.34
PSO	3.3	\$90,871.60					
<b>PROFESSIONAL SERVICES OFFICER LEVEL 4</b>							
PSO	4.1	\$94,513.73	\$94,513.73	\$96,404.00	\$98,332.08	\$100,298.73	\$102,304.70
PSO	4.2	\$97,268.40	\$97,268.40	\$99,213.77	\$101,198.04	\$103,222.00	\$105,286.44
PSO	4.3	\$99,881.38	\$99,881.38	\$101,879.01	\$103,916.59	\$105,994.92	\$108,114.82
PSO	4.4	\$102,593.26	\$102,593.26	\$104,645.13	\$106,738.03	\$108,872.79	\$111,050.24
<b>PROFESSIONAL SERVICES OFFICER LEVEL 5</b>							
PSO	5.1	\$106,512.06	\$106,512.06	\$108,642.30	\$110,815.15	\$113,031.45	\$115,292.08
PSO	5.2	\$108,621.16	\$108,621.16	\$110,793.58	\$113,009.45	\$115,269.64	\$117,575.04
PSO	5.3	\$110,732.93	\$110,732.93	\$112,947.59	\$115,206.54	\$117,510.67	\$119,860.88

## SCHEDULE 2 – TRAINEESHIP / APPRENTICESHIP TERMS AND CONDITIONS

### S2.1 Definitions

**‘Act’** means the Training and Skills Development Act 2003 (SA) or any successor legislation.

**‘Approved Training’** means that training which is specified in the Training Plan, which is part of the Contract of Training registered with the relevant Training and Skills Commission. It includes training undertaken both on and off the job in a Traineeship- apprenticeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a nationally recognised qualification approved by the Department of Further Education, employment, Science and Technology.

**‘Australian Qualifications Framework’** (AQF) is a national framework for qualifications in post - compulsory education and training

**‘Trainee / Apprentice’** is an individual who is a signatory to a contract of training agreement registered with the relevant Training and Skills Commission and is involved in paid work and structured training, which may be on or off the job. Trainees and apprentices work towards a nationally recognised qualification while in paid employment.

**‘Out of school’** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**‘Traineeship / Apprenticeship’** means a system of training which has been approved by the relevant Training and Skills Commission, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships/apprenticeships and part time traineeships/apprenticeships.

**‘Contract of Training’** means an agreement for a Traineeship or Apprenticeship made between an Employer and a trainee or apprentice, which is registered with the relevant Training and Skills Commission. Every trainee or apprentice in South Australia must sign a contract of training with an Employer before commencing a traineeship or apprenticeship. The contract is a legally binding agreement that protects trainees, apprentices and Employers. It includes a Training Plan which specifies what training will be provided.

**‘Training Package’** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for Vocational and Technical Education.

**‘Training Plan’** specifies a program of training which forms part of a Contract of Training registered with the relevant Training and Skills Commission.

**'Traineeship Scheme'** means and approved Traineeship applicable to a group or class of Employees or to an industry or sector of an industry or an enterprise, which has been approved by the relevant Training and Skills Commission.

**'Training and Skills Commission'** means the Training and Skills Commission under the Act.

## **S2.2 Training Conditions**

- S2.2.1 The Trainee/Apprentice shall attend an approved training course or training program prescribed in the Contract of Training or as notified to the trainee by the relevant Training and Skills Commission in accredited and relevant Traineeship Schemes.
- S2.2.2 Employment as a Trainee/Apprentice shall not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the Employer and the trainee, under the auspice of an Australian Apprenticeship Centre (AAC) and lodged for registration with the relevant Training and Skills Commission, provided that if the contract of Training is not in a standard format a Traineeship shall not commence until the Training Agreement has been registered with the relevant Training and Skills Commission. The Employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Contract of Training and shall ensure that the Trainee receives the appropriate on the job training.
- S2.2.3 The Employer shall provide a level of supervision in accordance with the Traineeship/Apprenticeship Agreement during the specified period.
- S2.2.4 The Employer agrees that the overall training program will be monitored by officers of the relevant Training and Skills Commission and a Registered Training Organisation that training records or work books may be utilised as part of this monitoring process.
- S2.2.5 The Employer will have a maximum of 18 apprentices and trainees employed across the organisation at anyone time. The maximum number does not include current Employees who are undertaking a traineeship as part of their employment and are being remunerated in accordance with Schedule 1.

## **S2.3 Employment Conditions**

- S2.3.1 The wages for a trainee Employee covered by this agreement who is engaged to and/or is undertaking an approved traineeship are set out in Schedule 2.6
- S2.3.2 A Trainee/Apprentice will be subject to a probationary period in accordance with Clause 23. The probation period will count as part of the trainee/apprenticeship period.
- S2.3.3 For all existing Employees that enter a traineeship/apprenticeship, conditions of employment will not change with the exception of the increment increases that occur as a result of acquisition of a part or whole qualification.
- S2.3.4 An Employee who was employed by the Employer immediately prior to becoming a trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.
- S2.3.5 Termination of employment of trainees/apprenticeships is dealt with in the Contract of Training, or the Act. An Employer initiating such action shall give written notice to the Trainee at the time the action is commenced and to the Training and Skills Commission in accordance with the Act.
- S2.3.6 The Trainee/apprentice shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

## **S2.4 Overtime Arrangements**

- S2.4.1 Reasonable overtime may be worked by the Trainee provided that it does not affect the successful completion of the approved training.
- S2.4.2 No Trainees/apprentice shall work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- S2.4.3 All other terms and conditions of this Agreement are applicable to the Trainee/apprentice or would be but for this Schedule 2 of this Agreement.

## **S2.5 Dispute Settling Procedures**

- S2.5.1 For matters not dealt with in accordance with the Act, the dispute resolution procedures contained in this Agreement will apply.

Note: It is not intended that Trainees/apprentices shall displace existing Employees from employment.

## **S2.6 Wages for full - time traineeships**

- S2.6.1 The wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship are as per the Social, Community, Home Care and Disability Services Industry Award 2010.
- S2.6.2 The wages for a trainee undertaking a full - time AQF Certificate Level IV traineeship are as per the Social, Community, Home Care and Disability Services Industry Award 2010.

## **S2.7 Wages for part - time traineeships**

- S2.7.1 The wages for a trainee undertaking a part - time AQF Certificate Level I-III traineeship are as per the Social, Community, Home Care and Disability Services Industry Award 2010.
- S2.7.2 The wages for a trainee undertaking a part - time AQF Certificate Level IV traineeship shall be Wage Level A as contained in the Social, Community, Home Care and Disability Services Industry Award 2010.

## **SCHEDULE 3 - SLEEPOVER ARRANGEMENTS**

### **S3.1 TITLE**

This Schedule shall be known as the Minda Inc. Sleepover Arrangements.

### **S3.2 Definition**

'**Sleepover**' means a continuous period during which an Employee is required to Sleepover at the work place (which is not their usual residence) and be available to respond to client need.

### **S3.3 Scope And Parties Bound**

S3.3.1 These arrangements shall be binding on Minda Incorporated and its Employees who are required to undertake sleepover arrangements.

### **S3.4 Conditions Of Employment**

S3.4.1 Except when inconsistent with the terms of clauses S3.6 to S3.9 of this Schedule, Employees to whom this Schedule applies are entitled to all terms and conditions of this Agreement.

### **S3.5 Conditions Of Sleepover**

S3.5.1 An Employee shall only sleepover under the following conditions.

S3.5.2 There is an agreement between the Employee and the Employer in respect of sleepover periods required at least a week in advance except in the case of emergency.

S3.5.3 A sleepover period shall always consist of a maximum of 9 hours between the hours of 8.00 pm and 8.00 am on the following day.

S3.5.4 Except in emergency situations the period of sleepover will be attached to an active shift or shifts.

### **S3.6 Sleepover Allowance**

S3.6.1 An Employee engaged on sleepover will only be paid a sleepover allowance equivalent to 50% of their Ordinary Rate of Pay for the duration of the passive shift. With the exception of S3.6.3, no shift penalty payments will apply.

S3.6.2 The allowance is compensation for the sleepover and all necessary work up to 1 hours duration (which will be cumulative) during the sleepover period.

S3.6.3 Where an Employee responds to calls from clients in excess of the 1 hour referred to in clause S3.6.2 during the sleep over period, they will be paid as hours worked at their Ordinary Rate of Pay and the relevant shift penalty for each 15 minute block worked or part thereof.

S3.6.4 Where an Employee is paid in accordance with clause S3.6.3, the sleepover allowance will be reduced by an amount of time equal to that which is paid as hours worked.

### **S3.7 Entitlement To Annual Leave**

S3.7.1 Full time and part time Employees shall be paid subject to clause 34. Annual Leave, in addition to any annual leave entitlement, either:

- (a) an annual leave loading, in accordance with clause 34; or

- (b) weekend and shift penalties in accordance with clause 34 plus the Sleepover payments the Employee would have received had the Employee not been on leave during the relevant period, whichever is the greater.

### **S3.8 Employer Provided Facilities**

S3.8.1 The Employer will provide accommodation for the Employee at no cost. The minimum requirements in accommodation will be:

- (i) provision of a separate room, where no room exists, a suitable area for sleeping offering reasonable privacy. This will include access to a secure space for their personal effects;
- (ii) provision of bed and linen;
- (iii) provision of reasonable furniture;
- (iv) provision of or access to toilet and bathroom;
- (v) provision for storage of light foodstuffs and beverages;
- (vi) the facilities will offer reasonable privacy;
- (vii) provision of free meals when on duty;
- (viii) meals are to be taken with clients when on duty.

S3.8.2 The Employee will be required to

- (i) contribute to the cost of personal telephone calls;
- (ii) purchase their own special foodstuffs and beverages.

## **SCHEDULE 4 – SUPPORTED WAGE PROVISIONS**

### **S4.1 Coverage**

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

### **S4.2 Definitions**

In the context of this Schedule, the following definitions will apply:

**‘Accredited Assessor’** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

**‘Assessment Instrument’** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

**‘Disability Support Pension’** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**‘Supported Wage System’** means the Commonwealth Government System to promote employment for people who cannot work at full Award wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.

### **S4.3 Eligibility Criteria**

- S4.3.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a Disability Support Pension.
- S4.3.2 This Schedule does not apply to any existing Employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.
- S4.3.3 This Schedule does not apply to Employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

#### **S4.4 Supported Wage Rates**

S4.4.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S4.5)</i>	<i>% of prescribed wage rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S4.4.2 Provided that the minimum amount payable will not be less than \$81 per week.

S4.4.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

#### **S4.5 Assessment of Capacity**

S4.5.1 For the purpose of establishing the percentage of the wage rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) The Employer, in consultation with the Employee or, if desired by any of these;
- (b) The Employer and an Accredited Assessor acceptable to the Employee and the Employee's advisers and to the Employer.

#### **S4.6 Lodgement of Assessment Instrument**

S4.6.1 All Assessment Instruments under the conditions of this Schedule, including the appropriate percentage of the wage to be paid to the employee, will be lodged by the Employer with the Registrar of the Commission.

S4.6.2 All Assessment Instruments will be agreed and signed by the parties to the assessment and will take effect unless an objection is notified to the Registrar within 10 working days.

#### **S4.7 Review of Assessment**

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.



#### **S4.8 Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

#### **S4.9 Workplace Adjustment**

When Employing a person under the provisions of this Schedule, the Employer will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

#### **S4.10 Trial Period**

- S4.10.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 12 further weeks) may be needed.
- S4.10.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S4.10.3 The minimum amount payable to the Employee during the trial period will not be less than \$71 per week.
- S4.10.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S4.10.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S4.5.

## SCHEDULE 5 – FLEXIBILITY TERM

S5.1 An Employer and Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (“**Arrangement**”) to vary the effect of terms of the agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
  - (i) arrangements for when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the Arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the Arrangement is genuinely agreed to by the Employer and Employee.
- (d) The Employer notifies the Employee of their right to have a Union representative or other person present to advise them on the content of the Individual Flexibility Arrangement before the agreement is signed.

S5.2 The Employer must ensure that the terms of the Arrangement:

- (a) are about permitted matters under section 172 of the *Act*; and
- (b) are not unlawful terms under section 194 of the *Act*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

S5.3 The employer must ensure that the Arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the Arrangement; and
  - (ii) how the Arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the Arrangement; and
- (e) states the day on which the Arrangement commences.

S5.4 The Employer must give the Employee and if requested, their representative, a copy of the Arrangement within 14 days after it is agreed to and will retain a copy as a part of the Employee’s permanent time and wages record.

S5.5 An individual flexibility agreement will be subject to a seven (7) day cooling off period from the date of signing in accordance with clause S5.3. During the cooling off period the Employee or Employer can cancel the individual flexibility agreement by giving written notice. The employment conditions which relate to the individual flexibility agreement will not change until after the completion of the cooling off period.

S5.6 The Employer or Employee may terminate the Arrangement:

- (a) by giving no more than 28 days written notice to the other party (or their representative) to the Arrangement; or
- (b) if the Employer and Employee agree in writing - at any time.

**SCHEDULE 6 – VSO to DSW CLASSIFICATION TRANSITION**

S6.1 For Employees that are classified as a Vocational Services Officer (VSO) Level 1 to Level 2 as per S1.3.6 and who are principally engaged to work in Lifestyle Services and Day Options will transition to the Disability Support Worker (DSW) classification structure as per S1.3.2 during the term of this Agreement.

S6.2 As at the expiry of the Agreement the VSO classification structure will no longer exist for Employees engaged to work in Lifestyle Services and Day Options. The VSO classification structure will continue to operate for those employees engaged to work in Commercial Enterprises.

**S6.3 Transition Process**

S6.3.1 The transition from a VSO Level 1 and Level 2 classification for Employees engaged to work in Lifestyle Services and Day Options to a DSW Level 1 and Level 2 classification will occur as follows;

<b>VSO Transition Level</b>	<b>DSW Level</b>	<b>Transition requirement</b>
<b>VSO Level 1</b>	<b>DSW Level 1</b>	
1.1	1.1	Wage parity
1.2	1.2	Wage parity
<b>VSO Level 2</b>	<b>DSW Level 2</b>	
2.1	2.1	Wage parity
2.1 and 2.2	2.2	Wage parity and for those employees at a VSO Level 2.1 on completion of probationary period and essential training will transition to a DSW 2.2.
2.3	2.3	Wage parity and less than 12 months service at a VSO Level 2.3.
2.3	2.4	Wage parity and 12 months service or more at a VSO Level 2.3.

S6.3.2 An employee classified as a VSO Level 1 to Level 2 will change to the appropriate DSW classification at the time in which the ordinary rate of pay reaches parity and the requirements are met as per S6.3.1.

S6.3.3 At least, but no later than four (4) weeks prior to a VSO classification level reaching wages parity and transitioning to a DSW classification, all Employees affected by this transition will be notified in writing of their new DSW classification level and wage rate.

S6.3.4 For new Employees and existing Employees that are transferred to Lifestyle Services or Day Options they will be classified at the correct DSW classification as per S1.3.2

S6.3.5 Service as a VSO will be recognised when transitioning through the appropriate DSW levels. For example, if an Employee has been a VSO 2.3 for 11 months and is transferred to a DSW 2.3 then they will only remain at this level for one month before progressing to DSW 2.4.

**SCHEDULE 7 – SUPPORT LEADER CLASSIFICATION TRANSITION**

S7.1 The Support Leader Classification structure will replace the existing Team Leader (TL) classification structure.

**S7.2 Transition Process**

S7.2.1 The Support Leader Classification Structure will replace the following levels in the existing Team Leader from the first full pay period on or after the 1 July, 2016, as set out below;

<b>Support Leader (SL) Levels</b>	<b>Team Leader (TL) Levels</b>	<b>Vocational Services Officer (VSO) Levels</b>
SL Level 1	TL 1, 2, 3	VSO 3.1
SL Level 2	TL 4	VSO 3.2 and 3.3
SL Level 3		
SL Level 4	TL5, TL 6	

S7.2.2 Employees that are classified under the Team Leader structure at the time of the commencement of the Agreement will automatically be moved to the Support Leader Structure as per S7.2.1

S7.2.3 An employee classified as a VSO at Level 3 will change to the appropriate Support Leader classification as per S7.2.1 at the time in which the ordinary rate of pay reaches parity for that increment.

S7.2.4 At least, but no later than four (4) weeks prior to a VSO classification level 3 increment reaching wages parity and transitioning to a Support Leader classification, all Employees affected by this transition will be notified in writing of their new Support Leader classification level and wage rate.

S7.2.5 For existing Employees that are successful in gaining a Support Leader position they will be classified at the correct Support Leader level as set out in Schedule 1.3.

S7.2.6 Any new Employees that commence during the term of this Agreement will be classified at the appropriate level in accordance with the Support Leader classification structure as per Schedule 1.3.

**SCHEDULE 8 – DEVELOPMENTAL EDUCATOR (DE) TO THE PROFESSIONAL SERVICES OFFICER (PSO) CLASSIFICATION STRUCTURE TRANSITION**

S8.1 The Professional Services Officer (PSO) classification structure will be amended to incorporate the previous Developmental Educator classification structure contained in the Minda Incorporated Enterprise Agreement No.8, 2012, from the first full pay period on or after the 1 July, 2016.

**S8.2 Transition Process**

S8.2.1 For Employees that are classified as Development Educators (DEs) Level 1 to 3 will move to the Professional Services classification structure from the first full pay period on or after the 1 July, 2016, at the level set out below;

<b>Developmental Educator Levels</b>	<b>Professional Services Officer Levels</b>
DE Level 1.1 – 1.6	PSO Level 1.1
DE Level 2.1	PSO Level 1.2
DE Level 2.2	PSO Level 1.3
DE Level 2.3	PSO Level 1.4
DE Level 3.1-3.2	PSO Level 1.5
DE Level 3.3	PSO Level 1.6

S8.2.2 Any new Employees that commence during the term of this Agreement will be classified at the appropriate level in accordance with the Professional Services Officer classification structure as per Schedule 1.3.

**S8.3 Professional Services Officer (PSO) Classification Amendments**

S8.3.1 In addition to the changes set out in S8.2.1 the Professional Services Officer classification structure will contain the following changes from the first full pay period on or after the 1 July, 2016;

S8.3.1.1 A new increment will be added to PSO Level 2, being Level 2.5. This increment will only be used for promotional appointments.

S8.3.1.2 PSO Level 3.3 will no longer exist. Any Employee currently classified at this level (PSO 3.3) will be classified at PSO 3.2.

**SCHEDULE 9 – AFTERNOON SHIFT SPAN OF HOURS – GRANDFATHERING**

- S9.1 The Employer agrees that any Employee currently contracted to work permanent afternoon shifts as at the date of making this Agreement will continue to receive the permanent shift penalty rates that they would have received had the permanent afternoon shift span of hours not been changed as per Clause 3, Definitions Afternoon Shift. This clause will operate until the date in which the Agreement is superseded by another Agreement or terminated.

**PART 10 - SIGNATORY & AUTHORISATION**

**I am authorised to sign this Agreement on behalf of the Employer, Minda Incorporated.**

\_\_\_\_\_

SIGNATURE

Address:

King George Avenue (PO Box 5)

Brighton SA 5048

\_\_\_\_\_

PRINT NAME AND TITLE

In the presence of

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

PRINT NAME

\_\_\_\_\_

Date

**I am authorised to sign this Agreement on behalf of the Employees of Minda Incorporated.**

\_\_\_\_\_

SIGNATURE

Address:

\_\_\_\_\_

PRINT NAME AND TITLE

In the presence of

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

PRINT NAME

\_\_\_\_\_

Date



**I am authorised to sign this Agreement on behalf of the Employees of Minda Incorporated.**

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINT NAME AND TITLE

Address:

In the presence of

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

PRINT NAME

\_\_\_\_\_

Date