



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Eskleigh Foundation Incorporated
(AG2025/42)

ESKLEIGH FOUNDATION INCORPORATED ENTERPRISE AGREEMENT 2024

Social, community, home care and disability services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 13 FEBRUARY 2025

Application for approval of the Eskleigh Foundation Incorporated Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Eskleigh Foundation Incorporated Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Eskleigh Foundation Incorporated. The Agreement is a single enterprise agreement.

[2] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed by the *Social, Community, Home Care and Disability Services Industry Award 2010* is taken to be a term of the Agreement.

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

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

[5] The Health Services Union (HSU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation. The HSU supports approval of the Agreement and are of the view that the Agreement passes the better off overall test.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 February 2025. The nominal expiry date of the Agreement is 1 February 2028.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/42

Applicant:
Eskleigh Foundation Inc. Enterprise Agreement 2024

Section 185 – Application for approval of a single enterprise agreement

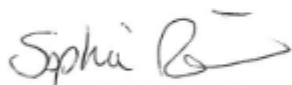
Undertaking – Section 190

I, Sophie Davidson, CEO have the authority given to me by Eskleigh Foundation Inc. to give the following undertakings with respect to the Eskleigh Foundation Inc Enterprise Agreement 2024 ("the Agreement"):

1. Clause 21(d) shall be read on the basis that an employee will become entitled to meal allowance after performing 1 hour of overtime.
2. Clause 33(d) shall be read on the basis that an employee will begin receiving overtime payment as soon as an employee commences working overtime.
3. Clause 38(b) shall be read on the basis that it includes the following (which shall form part of that clause):

an employee will be paid an allowance \$20.12 per broken shift or an employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of \$26.63.

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



Signature

4.2.25

Date

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



Eskleigh Foundation Inc.

**ENTERPRISE AGREEMENT
2024**

1. TITLE

This Agreement will be referred to as the **Eskleigh Foundation Incorporated Enterprise Agreement 2024**

2. ARRANGEMENT

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3. SCOPE OF AGREEMENT

This agreement will apply to Eskleigh Foundation Inc (the employer as defined) in respect of the employment by Eskleigh Foundation Inc of employees whose classifications appear in this Agreement.

4. AGREEMENT PARTIES

The parties to this agreement are as follows:

- (a) Eskleigh Foundation Inc, and
- (b) The Health Services Union, Tasmanian Branch, its officers and members, and
- (c) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the notice from the Fair Work Commission.

The Agreement will remain in force until 01 February 2028, unless terminated or varied by the mutual agreement of the parties or operation of law.

6. DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

'Active Overnight' means an overnight shift where you will not be sleeping for the shift. Active means the client may not sleep and requires a high level of care or requires support activities to be completed during this time.

'Administrative Employee' means an employee primarily engaged to undertake administrative and clerical functions for the employer in accordance with classifications set out in Schedule 2 of this Agreement.

'Afternoon shift' means any shift finishing after 6.00pm and at or before midnight.

'Buddy Shift' means a shift where you are rostered with a new or current employee to provide support and training.

'Child' includes an adopted child, a stepchild, an ex-nuptial child and an adult child.

'Close supervision of participants' means the Social and Community Services Employee checks the work of the participant(s) (as defined) on a regular basis, giving direction as required.

'**Day shift**' means any shift other than a broken shift (as defined) worked wholly between the hours of 7.00am and 6.00pm.

'**Day worker**' means any employee not defined as a shift worker.

'**De facto partner**' means:

- (a) a person who lives with the Employee as the Employee's partner on a genuine domestic basis although not legally married to the Employee, whether the Employee and the person are of the same sex or different sexes; and
- (b) includes a former de facto partner of the employee.

'**Direct supervision**' means there is limited responsibility for the final outcome of work undertaken because limited discretion only is available to select the appropriate means of completing the task. Conformity with instructions is measured by achieving stated objectives in accordance with agreed standards set by senior management.

'**Employee**' means an employee employed by the employer and covered by the scope of this Agreement.

'**Employer**' means Eskleigh Foundation Inc.

'**General supervision**' means that general instructions are given, and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allotted tasks is expected and encouraged.

'**General supervision of participants**' means the supervisor checks the work of the participant(s) (as defined) intermittently, or the supervisor may work in a team with the participant(s) (as defined) where checking occurs as part of that teamwork.

'**Immediate family**' of an employee means:

- (a) a spouse (as defined), de facto partner (as defined), child (as defined), parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

'**Limited supervision**' means that work is undertaken within established objectives with little guidance. Conformity with instructions is measured by achieving stated objectives in accordance with agreed standards set by senior management.

'**Member of Employees Household**' in respect of an employee means any person or persons who usually reside with the employee.

'**Nauseous Linen**' means unusually foul or nauseous linen.

'**NES**' means National Employment Standards.

'**Night shift**' means any shift finishing subsequent to midnight and at or before 7:00am.

'**Ordinary Hours**' – means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

'**Ordinary hourly rate**' means 1/38th of the relevant weekly rate for the appropriate classification contained in this Agreement.

'Participant' means a person with sensory, physical, psychiatric, and/or intellectual disability who is not employed under the terms and conditions of this agreement.

'Pregnancy Loss' means a miscarriage has been suffered in the immediate family or household, or a baby is stillborn.

'Roster' means any work pattern designed for a specific work area for all shifts worked excluding work performed in accordance with Clause 32 – Hours of Work and Clause 33 – Overtime.

'Rostered day off' shall mean a day an employee is allowed off to facilitate the working of a 38-hour week in accordance with Clause 32 – Hours of Work.

'Rostered employee' means an employee who is required to work in accordance with a shift roster (as defined).

'Scheduled day off' means one of the two days an employee is allowed off each week in accordance with Clause 37 - Scheduled Days Off.

'Shift Work' means a work cycle, which regularly falls outside the ordinary hours of work in accordance with Clause 32 – Hours of Work and may include weekend work.

'Shift Worker' means an employee who is engaged to perform some or all of their ordinary rostered hours outside the hours of 6:00am to 7:00pm Monday to Friday.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

'Significant Relationship' means a relationship that exists outside of the family members previously defined, however it is a person with whom an employee can demonstrate having a significant relationship that would cause the employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury. This would mean an employee who can demonstrate a significant relationship would have access to compassionate leave under this Agreement.

The parties recognise that not all relationships in a contemporary sense are captured by traditional measurement. If the relationship is not recognised by the Agreement, a number of factors which can, where relevant, be used to prove the existence of a significant relationship:

- (a) The duration of a relationship;
- (b) The nature and extent of common residence;
- (c) Whether or not a sexual relationship exists;
- (d) The degree of financial dependence or interdependence, and any arrangements for financial support, between the parties;
- (e) The joint ownership, use and acquisition of property;
- (f) The degree of mutual commitment to a shared life;
- (g) The care and support of children;
- (h) The performance of household duties;
- (i) The reputation and public aspects of the relationship; and

It is not necessary to satisfy all the above criteria to establish that a relationship is a significant relationship.

The employer who may need to be satisfied that a significant relationship exists between the parties will apply the relevant criteria on a case by case basis.

'Sleep-over' means Inactive Overnight for a continuous eight hour period between 11pm and 7am where an employee is enabled by the employer to sleep-over at the workplace, but is available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleep-over period. An employee will not be required to seek specific authorisation from the employer for such work, and will record the hours worked.

'Spouse' includes a former spouse.

'The Act' means the *Fair Work Act 2009* (Cth).

'Training of participants' means the teaching of specific skills by the use of a variety of training techniques that includes instruction, demonstration and supervision.

'Year of experience' means 12 months of continuous employment at the relevant classification incremental grade contained in this Agreement and includes experience in the relevant classification incremental grade with an employer providing a similar service.

7. SUPERSESSION AND SEVERANCE

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) This Agreement shall be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provide a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (c) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the *Fair Work Act 2009*. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (d) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (e) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (f) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

8. CONSULTATION

- (a) This clause applies if:
 - (i) the employer is contemplating a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) such change is likely to have a significant effect upon employees of the enterprise.
- (b) The employer must notify the relevant employees and unions covered by this agreement of the proposed changes.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (ii) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (e) As soon as practicable the employer must:
 - (i) discuss with the relevant employees and unions covered by this agreement:
 - a. the considered change; and
 - b. the effect the change is likely to have on the employees; and
 - c. measures the employer is taking to avert or mitigate the adverse effect of such change upon the employees; and
 - (ii) for the purposes of the discussion, provide, in writing, to the relevant employees and union covered by this agreement:
 - a. all relevant information about such change including the nature of the change proposed; and
 - b. information about the expected effects of such change upon the employees; and
 - c. any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the employer's commercial interests unless enforceable undertakings are provided in relation to confidentiality.
- (g) The employer must give prompt and genuine consideration to matters raised about a proposed major change by the relevant employees and unions covered by this agreement.
- (h) While the process described in this clause is underway, the parties will respect the status quo.
- (i) In this clause, a major change is likely to have a significant effect upon employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs; or
 - (viii) changes to the legal or operational structure of the employer or business.
- (j) In this clause, relevant employees mean the employees who may be affected by the major change.
- (k) In this clause, consultation means, providing a party or other relevant person with a bona fide opportunity to contribute to and influence the decision making process not only in appearance, but in fact and thereby enabling a fair and informed decision making process to be implemented.
- (l) Consultation about changes to rosters or hours of work

Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

The employer must:

- provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

9. DISPUTE RESOLUTION PROCEDURE

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If the matter cannot be resolved, a party may refer the dispute to the Fair Work Commission for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act).
- (c) Union members are entitled to be represented by their union or by any other person they choose who is not directly involved in the dispute. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose who is not directly involved in the dispute. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (d) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (e) While the dispute is being resolved, the position that existed prior to the dispute situation arising will prevail (ie. Status quo ante). However the employer may direct the employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (f) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

10. CONTRACT OF EMPLOYMENT

- (a) (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that the assigned duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of those tools and equipment.

(iii) Any direction issued by an employer under subclause (a) (i) and (ii) of this clause must be consistent with the employee's responsibilities to provide a safe and healthy working environment.

(b) Pattern of Work

Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing:

- a client cancels, reduces, or increases hours of care required on a temporary and/or short term basis,
- a client increases hours of care required on a temporary and/or short term basis,

The employer, with the employee's agreement, cancels, reduces, or increases hours of care on a temporary and /or short-term basis to meet the requirements of a particular client. The term 'temporary and/or short-term basis' in this clause means for a period less than one week.

In the event the employer and an employee agree to vary their regular pattern of work on a temporary and/or short-term basis the employee/s concerned will be given first preference on any available hours to as closely as reasonably possible restore any hours agreed to be reduced or cancelled, provided that such employees must be determined to be suitable to work with any new clients.

(c) Termination of employment

- (i) The employer will not terminate the employee's employment unless the employer has given the employee written notice of the day of termination (which cannot be before the day notice is given).
- (ii) Employment (other than a casual employee) may be terminated by either party giving the notice in accordance with the table at sub-clause (vii) except there is no requirement on the employee to give additional notice based on the age of the employee.
- (iii) In the event the required notice is not given by the employee, the employer may withhold from any monies due to the employee on termination, an amount not exceeding an amount equal to 1 week's wages.
- (iv) In the event the required notice is not given by the employer they will be required to pay the employee an amount not exceeding the employee's base rate of pay in respect of the period of notice required by this clause, less any period of notice actually served by the employee.
- (v) When an employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in that case, wages will be paid up to the time of agreed termination.
- (vi) Casual employees (as defined) will be employed by the hour and employment may be terminated by one hour's notice by either party.
- (vii) The Employer may terminate the employment of the Employee by the giving of notice in accordance with the following table –

Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 years but not more than 3 years	At least 2 weeks

More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice must be increased by one (1) week if the Employee is over 45 years of age and has completed at least two (2) years of continuous service.

In addition where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the Employee after consultation with the Employer.

(viii) The notice in this clause is not required to be paid by the Employer if the Employee's employment is terminated because of serious misconduct as defined by the Fair Work Act.

(d) Cease of Supports

In the event a participant for which the contracted employee is supporting ceases for reasons including but not limited to, death or transition of provider, the employer will consult with the employee and seek to redeploy for any available hours to reflect the contracted hours as closely as reasonably possible, provided that such employees must be determined to be suitable to work with the available participants.

In the event redeployment is not able to be activated in accordance with 10 (c), after a 4 week period, clause 13 will be activated.

11. EMPLOYMENT CATEGORIES

(a) Employees under this Agreement will be employed in one of the following categories:

- (i) full-time employment;
- (ii) part-time employment;
- (iii) casual employment;
- (iv) fixed term; or
- (v) fixed event.

(b) At the time of engagement, the employer will inform each employee the basis of their employment. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification.

(c) Full-time employment

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

(d) Part-time employment

(i) A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.

(ii) Has a guaranteed pattern of hours in accordance with Clause 10 (b).

(iii) The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

(e) Casual employment

(i) A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.

(ii) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of

25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.

- (iii) Casual employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:
- Social and Community Services Employees except when undertaking disability services work—3 hours;
 - all other employees—2 hours.

Right to Request Casual Conversion

- (iv) An employee will be able to notify their employer of their intention to change to permanent employment if the employee has been employed for at least 6 months and they believe they no longer meet the requirements of the casual employee definition.
- (v) Any request under this subclause must be in writing and provided to the employer.
- (vi) Before responding to the intention, the employer must consult with the employee. This includes discussing certain details of what will change if the employer accepts the notification, and the employee is no longer a casual.
- (vii) The employer must reply in writing to the employee within 21 days of the employee giving the notification either accepting the change or refusing the change.
- (xiii) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement.
- (xiv) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment the employer and employee must discuss and record in writing:
- (A) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (B) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11(d)(iii).
 - (C) Employees new hours of work.
- (xv) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (xvi) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer and employee.
- (xvii) If the employer refuses the change the response must include the reasons for the refusal.
- The employer can refuse the change if any of the following apply:
- there are fair and reasonable operational grounds for not accepting the notification, including:
 - substantial changes would be required to the way in which work in the employer's business is organised
 - there would be significant impacts on the operation of the employer's business, or
 - substantial changes to the employee's employment conditions would be reasonably necessary to ensure the employer doesn't break any rules (such as in an award or agreement) that would apply to the employee.
 - Accepting the change means the employer isn't complying with a recruitment or selection process required by law.

- (xvii) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (xviii) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (xix) Nothing in this clause requires the employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (xx) The employer must provide a casual employee, whether a regular casual employee or not, with a copy of the Fair Work Casual Employment Information Statement at the commencement of their employment.

12. INDIVIDUAL FLEXIBILITY

- (a) Notwithstanding any other provision of this agreement, the employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
- (b) The employer may agree to the request, provided the employee and the employer genuinely agree to the arrangement, there is no coercion by either party and the employee is better off overall.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing, at any time.
- (f) The Employer is responsible for ensuring that all of the requirements of subclause (c) of this Clause are met.

- (a) The Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request.
- (b) The Employer will not:
 - (i) discriminate against an Employee on the basis they are, or are not, a party to an individual flexibility arrangement.
 - (ii) exert any undue pressure on an Employee to sign, or to terminate, an individual flexibility arrangement.

13. REDUNDANCY

(a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(b) **Commitment to consult**

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant or reduce or alter hours that causes a loss of employee's income, the employer agrees to immediately notify the union and the affected employees to commence a process of ongoing consultation in accordance with Clause 8 – Consultation Clause of this Agreement.

(c) **Redeployment and Retraining**

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income, the following will apply:

- (i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) **Notice of Redundancy**

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employee's income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employee's income, will be in accordance with Clause 10 – Contract of Employment.

(e) **Redundancy**

In the event that it is necessary for the employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package if the circumstances allow for this approach (i.e. if it is a single redundancy for a specific role seeking voluntary redundancies from other staff may not be appropriate).

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

In undertake a voluntary redundancy process the employer will only consider involuntary redundancies where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing the suitability of applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employee's income, the employer will be entitled to take into account the operational requirements of the business. The employer will consult with the union where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

(f) Entitlement to Redundancy Pay

An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (ii) because of the insolvency or bankruptcy of the employer.

(g) Amount of Redundancy Pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

	Employee's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks*
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
6	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

*A weeks pay shall exclude:

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

(h) Loss of hours

Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with this Agreement) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:

Redundancy payment = existing weekly rate – new weekly rate x the applicable number of weeks' pay depending on years of service in accordance with subclause (g) and a pro rata amount for any uncompleted year of service.

- (i) Time off to seek other Employment
 - a. All employees who are made redundant will be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.
 - b. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(j) **Financial Counselling**

The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial adviser agreed to by the employer and the employee.

The employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

14. WAGE RATES

The wage rates payable to employees covered by this Agreement are those rates listed in Schedule 1 of this Agreement for the relevant classification.

The wage rates contained in Schedule 1 of this Agreement will be increased by the greater of 3.5% (or the amount awarded by the National Wage Decision I of the Fair Work Commission (or which is the higher) from the first full pay period on or after 1 July 2022, and for each year that this Agreement is in force. PROVIDED the base wage rates in this Agreement are at no time to be less than the base wages rates in the *Social, Community, Home Care and Disability Industry Award 2010* as varied.

The listed rates in Schedule 1 are to be increased on the first full pay period after 1 December each year by the rate prescribed by the Fair Work Commission's Equal Remuneration Order applying to Social and Community Services Employees. For the sake of clarity, Social and Community Services Employees Level 1 will not be entitled to wage increases under the Equal Remuneration Order.

15. CLASSIFICATION DEFINITIONS

The classification definitions for employees covered by this Agreement are those contained in Schedule 2 of this Agreement.

16. CALCULATION OF CASUAL LOADING, SHIFT LOADINGS, AND PENALTY RATES

- (i) All overtime and other penalty rates prescribed by this Agreement will be in substitution for, and not cumulative upon, any shift loadings prescribed. As an example an employee who works an afternoon shift on a Sunday will receive the Sunday penalty rates and not the afternoon shift allowance.
- (ii) Shift loadings, overtime and other penalty rates for casual employee will be calculated on the base rate of pay, and shall not be cumulative upon each other. As examples, a casual employee who works on a Sunday shall be paid:
 $(\text{ordinary time} \times 0.25) + (\text{ordinary time} \times 2) = \text{ordinary time} \times 2.25$,
and a casual employee who works on a Saturday shall be paid:
 $(\text{ordinary time} \times 0.25) + (\text{ordinary time} \times 1.5) = \text{ordinary time} \times 1.75$.

17. PAYMENT OF WAGES

- (a) Wages will be paid weekly or fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee no later than Thursday after each pay period.
- (b) An employee will be given written details (which may include emailed payslips) of all monies due to them not later than Thursday after each pay period including advice as to the nature and amount of deductions to pay.
- (c) Where a bank deposit/electronic funds transfer is not made at the time specified or payment is not made at the time specified, otherwise than in circumstances beyond the control of the employer, the employee will be deemed to be working during the time he/she is kept waiting.
- (d) An employee whose method of hours of work is arranged so that the employee works 38 ordinary hours per week will be paid weekly or fortnightly according to the actual ordinary hours worked.
- (e) An employee whose method of hours of work is arranged so that the employee averages 38 ordinary hours work over a particular work cycle will be paid wages weekly or fortnightly to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may have been worked in any particular week of the work cycle.
- (f) **Payment on Termination**
Where the employment of an employees is terminated, the employee's wages will be paid on the day of termination or on the working day following, provided that in the case of an employee whose method of working hours is arranged so that the employee averages 38 ordinary hours work over a particular work cycle and who has not taken the day or days off so due the wages due to the employee will include the total of credits accrued to the point of termination. In such a case if the employee has taken off a day or days and has not worked the full accrual the employee's wages due shall be reduced by the total of credits that have not been so accrued.

18. ALLOWANCE INCREASES

All allowances in this Agreement will be increased in line with wage increases contained in this Agreement. For the avoidance of doubt shift penalties are not allowances and will remain as shown. For the avoidance of further doubt, any increases to wage rates as a result of the Equal Remuneration Order (PR 525485) will not be taken into account when considering increases to allowances.

19. INCREMENTAL WAGE PROGRESSION

- (a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment,
 - (iii) If the employer intends to base progression as defined on a staff development and appraisal scheme and an individual employee is not demonstrating satisfactory performance so as to warrant progression, the employer will provide the employee with no less than 56 days notice to improve their performance before any such decision to restrict their progression as defined is made.

- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

20. FLEXI-TIME

A full-time or part-time employee may agree to bank some of their existing hours or by agreement with their manager work more than their daily, weekly or fortnightly hours and take these hours as flexi-time.

- (a) Hours banked under this clause will be banked on the basis of their ordinary time equivalent.
- (b) An employee may not accumulate more than 38 hours in their bank under this clause.
- (c) Payroll must keep proper records of all hours accrued and worked by each employee and an employee shall be entitled to full access of their flexi-time accrued and worked under this clause.
- (d) Where on termination an employee has a flexi-time credit the employee shall be paid for those hours worked at the ordinary rate of pay.
- (e) Flexi-time will be taken at times mutually agreed between the employer and the employee.

21. MEAL AND MEAL ALLOWANCE

- (a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken within 5 hours of commencing work or at a mutually agreed time after commencing work.
- (b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime, at the overtime rate applicable to the day worked, for all time worked until the meal break is taken or until their rostered shift ends.
- (c) Where an employee is required by the employer to have a meal with a participant or participants as part of the normal work routine or participant program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 21(a) does not apply. This paid meal period is to be counted as time worked.
- (d) An employee who is required to work overtime for more than 1 1/2 hours after the usual time of ceasing work will be provided with a meal by the employer or will be paid an allowance of \$16.20. Where such work exceeds four hours a further meal allowance of \$16.20 will be paid.

22. HIGHER DUTIES

- (a) An employee engaged continuously for three hours or more on one day on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for all hours worked on that day.
- (b) An employee engaged continuously for less than three hours of one day on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for the time worked (provided that the aggregate time worked exceeds three hours in any one week).
- (c) Such work arrangements must be approved by the employer prior to the work being undertaken, or as soon as practicable after commencing the work in emergency situations.

23. SPECIAL LICENCES

An employee appointed by the employer to regularly drive vehicles that require the person to hold either a Light Passenger Vehicle Licence or a Heavy Passenger Vehicle Licence shall be reimbursed by the employer an amount of money equivalent to the additional licence fee prescribed in excess of a Standard Motor Car Licence and the cost of any medical examination so required in obtaining and maintaining the licence.

24. SUPERANNUATION

(a) Superannuation legislation

- (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
- (ii) The rights and obligations in this clause supplement those in superannuation legislation.

(b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

(c) Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
- (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.

(d) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (b) and pay the amount authorised under subclauses (c) (i) or (c) (ii) to either the Health Employees Superannuation Trust of Australia (HESTA) or Tasplan.

25. SUPPORTED WAGE SYSTEM

The Supported Wage System in Schedule 3 of this Agreement will apply to employers and employees covered by this Agreement.

26. TOOLS AND TOOL ALLOWANCE

All employees engaged in classifications that are proclaimed as trades under the Vocational Education and Training Act 1994, or employees with experience deemed by the employer to be equivalent to trades qualified shall either be supplied with all tools by the employer or be paid a tool allowance of \$11.72 per week.

Provided that such allowance shall not be subject to adjustment when calculating payments for shift penalty rates for weekend or holiday work for overtime or for any other payments.

27. FIRST AID

- (a) The employer shall supply and maintain a first aid kit at each workplace.
- (b) **First Aid Allowance - Full-Time Employees**
A weekly first aid allowance of 1.67% of the rate of pay for classification Level 3 paypoint 3 will be paid to a full-time employee where:
- (i) an employee is required by the employer to hold a current first aid certificate; and
 - (ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or
 - (iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.
- (c) **First Aid Allowance - Casual and Part-Time Employees**
The First Aid Allowance in 27(b) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

28. TRAVELLING/ TRANSPORT AND FARES

- (a) Employees are entitled to claim 99 cents per kilometre where kilometres are incurred for management approved work purposes. This includes:
- kilometres travelled between participants for the purpose of employment
 - approved and negotiated transport of participants in the employee's own vehicle.
- (b) Employees must only claim for work related travel i.e. deduct kilometres spent in private travel from daily total.
- (c) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the employer on production of receipts or other evidence acceptable to the employer.
- (d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer. Alternatively the cost of living away from home allowance can be claimed prior to the planned travel.
- (e) Employees will receive payment with their fortnightly pay but only on receipt of a current claim form.
- (f) Where there is doubt about the validity of a claim the employer may check kilometres and where a variance is found discuss with the employee.
- (g) Where it is found that an employee has made excessive false claims disciplinary action including dismissal where fraud has been identified may result.

29. NAUSEOUS LINEN ALLOWANCE

Employees who are required to handle unusually large amounts of foul or nauseous linen due to exceptional circumstances such as an outbreak of gastroenteritis can apply to the employer to be paid a nauseous linen allowance of \$12.96 per week for that period. The employer will not unreasonably refuse such an application.

Part-time employees and casual employees (as defined) shall be paid 1/38th of the weekly allowance when so engaged for each hour worked.

30. TRAINING AND PROFESSIONAL DEVELOPMENT

All parties to this Agreement will actively encourage and facilitate professional development. All employees who are required by the employer to attend mandatory training shall be paid for such attendance.

31. UNIFORMS

- (a) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms. The value of the uniform provided shall be \$455.86 per year for full time employees and \$260.49 per year for casual and part time employees.
- (b) The value of the uniforms provided shall be increased in the same manner as allowances in this Agreement are increased.
- (c) Employees who are provided with a uniform by the employer must wear a clean and tidy uniform at all times whilst performing their duties, unless prior agreement to do otherwise has been reached with their immediate manager.

32. HOURS OF WORK

- (a) The ordinary hours of work shall not exceed an average of 38 per week over a 4 week period of 152 hours.
- (b) Day workers ordinary hours shall be worked between 6.00am and 7.00pm, Monday to Friday. Shift workers may be rostered to work outside of day worker hours.
- (c) The 38 hour week may be structured according to one of the following arrangements:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one day or days in which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the work cycle so that each employee has one day off or part of a day or days off during that cycle; or
 - (v) by accruing an entitlement to rostered days off (as defined) to a maximum of 12 days and thereby averaging 38 hours over a particular work cycle. Provided that an employee who is on paid or unpaid leave of more than 7 consecutive days shall not accrue time towards a rostered day off.
- (d) The maximum hours worked each day is 8 hours provided, by agreement, the ordinary hours may be worked up to 10 hours per day.
- (e) The maximum hours to be worked by a part-time employee is to be 76 hours in a fortnight. All time worked by a part-time employee in excess of 76 hours is to be paid as overtime.
- (f) In establishing the spread of hours in accordance with paragraph (a) of this subclause, the employer shall nominate any spread of hours of no more than 11 hours between 6.00am and 7.00pm, Monday to Friday inclusive.

The spread of hours so nominated, in the absence of agreement between the employer and the majority of employees concerned, shall not be amended unless the employer gives four weeks notice of such change, to the employees concerned provided the span of hours is not to exceed 11 hours.

- (g) Circumstances may arise where different arrangements of the 38-hour week apply to various groups or sections of employees in the establishment concerned.

- (h) In adopting or changing the arrangements of the 38-hour week an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement.

In the absence of such agreement the provisions of Clause 9 - Dispute Resolution Procedure shall be applied without delay.

- (i) In reaching agreements in accordance with paragraph (d) of this subclause there should be an objective review of current work practices to establish where improvement can be made and implemented. These reviews shall be ongoing.
- (ii) Where the arrangements of the 38-hour week provides for a day off in a particular work cycle the following shall apply:
 - (i) Such days off may be taken as mutually agreed between the employer and the employee concerned.
 - (ii) The day may be worked as an ordinary working day without penalty if substituted by another day by agreement between the employer and the employee concerned, or where a number of employees are concerned by agreement between the employer and the majority of the employees concerned.
- (k) The spread of hours or prescribed number of hours per day may be altered for all or a section of employees concerned by mutual agreement between the employer and employee/s in the area concerned and the union if required.

33. OVERTIME

- (a) An employee required to work before the time fixed for commencing work or after the time fixed for ceasing work or in excess of the ordinary hours of work defined in this Agreement will be paid at the rate of time and a half for the first two hours and double time after that.
- (b) An employee required to work overtime on a Sunday will be paid at the rate of double time.
- (c) An employee required to work overtime on a Public Holiday will be paid at the rate of double time and half.
- (d) Overtime will not be payable unless the period of time worked in excess of the ordinary hours exceeds 15 minutes on any day and the overtime is worked at the direction of the employer.
- (e) In calculating overtime each day's work will stand alone and the rate of pay will be determined by dividing the weekly rate of pay by 38.
- (f) Subject to agreement being reached between the employer and the employee concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on a time for time basis.

Provided that if the time off in lieu is unable to be taken within three months of it accruing then the time so accrued shall be paid out at the appropriate penalty rate.

On the termination of an employee's employment accrued and unused TOIL must be paid by the Company to the employee at the overtime rate applicable to the overtime when worked.

- g) Part time employees can work up to 38 hours a week, before over time provisions apply.
 - i. Over Time will be processed assessing the additional non contracted shifts picked up in the pay fortnight, and not the final shift in the fortnight if falling on a Saturday and or Sunday so the employee is not disadvantaged out of a weekend shift penalty by form of overtime.

- ii. Only in the occurrence the additional shift does fall on a weekend and true overtime provisions apply will a weekend shift be processed as overtime.

For example; Employee is contracted a 30 hour week, their usual day off is a Wednesday and they picked up an additional 10 – hour day shift on the Wednesday, they would be paid the first two hours (additional to the 38 hour work week as stated above) at time and a half according to weekday over time provisions and not have over time taken from their final contracted shift in the fortnight which falls on a Sunday therefore still being paid there standard Sunday penalty (double time) and contracted shift as the overtime (additional shift pick up resulting in overtime) was the Wednesday.

34. REST PERIOD

Employees will be allowed a rest period of 10 minutes duration to be taken during the first four hours of their shift and a rest period of 10 minutes to be taken during the second four hours of their shift.

Provided that when circumstances arise the rest period prescribed by this subclause may be taken at any time and in any combination subject to agreement being reached to do so between the employer and the employee/s concerned.

35. ROSTERS

(a) Shift Rosters-Rotating

- (i) Rotating rosters shall provide that a shift worker regularly rotates between day, afternoon and night work or any two combinations of them subject to the following requirements:
 - A. an employee shall not be required to work on night shift (as defined) for more than four weeks; and
 - B. an employee shall not be required to work more than two thirds of their working time on night shifts (as defined); and
 - C. otherwise than by agreement being reached between the employer and the majority of employees concerned, the daily hours of afternoon or night shifts (as defined) allocated to each employee at any one time, shall continue for at least five successive afternoons or nights.
- (ii) A rotating roster of shift work shall apply unless:
 - A. the employer and the majority of employees concerned otherwise agree;
 - B. the employer directs the employee/s concerned to work in accordance with a non-rotating shift roster.
- (iii) Where the employer and the majority of employees concerned have agreed to work a non-rotating shift roster such arrangement shall continue unless the employer and the majority of employees concerned otherwise agree.

(b) Shift Rosters-General

- (i) A shift roster established in accordance with this subclause will be documented setting out clearly the names of the rostered employees and the days, dates and hours during which each employee is required to attend for duty.
- (ii) A shift roster, rotating or otherwise, shall:
 - A. not require an employee to work more than eight hours, other than overtime, each day unless agreement is otherwise reached;
 - B. provide for a system of scheduled days off in accordance with this Agreement;
 - C. not be implemented or changed until after the expiration of four weeks' notice or in the case of an individual employee after the expiration of one weeks' notice of such change or the payment of one weeks' pay in lieu of notice in accordance with the employees previous roster (as defined).
 - D. Such notice or payment in lieu of notice will not apply in an emergency situation where genuine agreement is reached between the employer and employee concerned.

- (iii) An employee who is working in accordance with a rotating shift roster, and unless otherwise agreed between the employer and employee concerned, is directed by the employer to work on a non-rotating shift roster, such employee will be paid 30 per cent more than the ordinary rate for the whole period so worked. The payment of this penalty is in substitution and not cumulative upon penalty rates prescribed elsewhere in this clause.

36. SATURDAY AND SUNDAY WORK

- (a) Subject to Clause 39 - Shift Work and Shift Penalty Rates provisions contained in this Agreement, for all ordinary hours worked on a Saturday or Sunday the following payment shall apply:
 - (i) Saturday at time and one half;
 - (ii) Sunday at double time.
- (b) The above rates will be in substitution for, and not cumulative upon the shift penalty rates contained in this Agreement.
- (c) Where overtime is worked on a Saturday or Sunday and subject to an agreement being reached between the employer and employee/s concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate penalty for Saturday and Sunday work provided for in this Agreement.

37. SCHEDULED DAYS OFF - FULL TIME EMPLOYEES

- (a) Each employee will be allowed two full days off in each week other than rostered days off (as defined). The days off will operate from the finishing time of work on the day immediately preceding the days off and until the starting time on the day when work is to resume.

Provided that any other days off in each week are not scheduled days off for the purposes of this Agreement.

- (b) Scheduled days off will be programmed and will not be altered except by mutual agreement between the employer and the employee.
- (c) An employee required to work on his/her scheduled days off will by agreement be allowed another day(s) off in lieu of overtime payment.
- (d) Employees engaged in non-clerical supervisory classifications who work in Residential Homes, will be exempt from the provisions of paragraphs (a) to (d) of this subclause but will be allowed 10 full scheduled days off in each five weekly period in addition to any rostered days off (as defined) that may accrue in accordance with this Agreement.

38. SHIFT WORK AND SHIFT PENALTY RATES

- (a) **Shift Penalty Rates**
An employee whilst on afternoon or night shift (as defined) shall be paid 15 per cent more than the ordinary rate.
- (b) **Broken shifts**
 - (i) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours. The broken shift shall not be worked outside the hours of 6.00am and 11.00pm and the break between the two shifts shall not exceed six hours or such period as mutually agreed to by the employer, employee and if requested a representative of the appropriate union.

- (ii) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with this clause with shift allowances being determined by the finishing time of the broken shift.
- (iii) All work performed beyond the maximum span of 12 hours or hours described in 38(b)(i) for a broken shift will be paid at double time.
- (iv) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

(c) Participant cancellation

- (i) Where a participant cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their rostered hours on that day.
- (ii) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other participants or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

(d) Daylight Saving

At the changeover of time consequent upon daylight saving in each year -

- (i) employees shall be paid for actual time worked irrespective of the length of the shift; and
- (ii) employees paid in accordance with (i) are not entitled to payment for the one hour lost.

39. ON-CALL ARRANGEMENTS

(a) Call Back

- (i) An employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - for the first recall a minimum payment of four hours; and
 - for any subsequent recall a minimum payment of three hours.
- (ii) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (iii) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

(b) Close Call

- (i) For the purposes of this Clause close call means an employee being required to be on call for duty and not allowed to leave the workplace.
- (ii) An employee may be required by the employer to remain on close call.
- (iii) An employee required to remain on close call shall -
 - if not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or

- if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in (1) above.

(c) Remote Call

- (i) For the purpose of this Clause remote call means an employee rostered to be available for call but allowed to leave the workplace.
- (ii) An employee rostered to remain on remote call:
 - provide for a payment of the greater of \$1.56 per hour or \$20.12 for each 24 hour period or part thereof that an employee is rostered to remain on remote call Monday to Friday and \$39.84 for any other 24-hour period or part thereof including public holidays.
- (iii) If an employee rostered to be on remote call is recalled to work payment is to be as specified in 39(a) above, in addition to the allowance specified in 39(c)(ii) above.

40. SLEEP-OVER / INACTIVE OVERNIGHT AND SLEEP-OVER ALLOWANCE

- a) A sleepover means when an employer requires an employee to sleep overnight premises where the participant for whom the employee is responsible is located (including respite care) and is not an excursion pursuant to clause 41.
- b) The provisions of Clause 35 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in Clause 35(b)(ii)(C) but only with reasonable cause.
- c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- d) Employees who are required to perform sleepover duties for an eight hour period where the sleepover commences on a Monday, Tuesday, Wednesday or Thursday or Sunday will be paid \$92.37 per sleepover.
- e) Employees who are required to perform sleepover duties for an eight hour period where the sleepover commences on Friday or Saturday or the eve of public holiday will be paid \$110 per sleepover.
- f) The amount paid as a sleepover allowance under this subclause 40(d) and (e) will not increase for the period of this Agreement.
- g) The sleepover allowance under this subclause 40 (d) and (e) will not come into effect until the first full paid cycle after operation date.
- h) In the event of the employee on sleepover being required to perform urgent work during the sleepover period, in excess of the active supports provided for up to and including one hour, payment will be made at the prescribed overtime rate for the duration of the work thereafter.
- i) Provide for employees who are rostered immediately before and/or after the sleepover period to be rostered or paid for a minimum of four hours' work on at least one of these periods of work.

41. EXCURSIONS

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

- (a) Monday to Friday excursions
 - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Payment of sleepover allowance in accordance with the provision of Clause 41 – Sleep-Over and Sleep-Over Allowance.

- (b) Weekend excursions

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

 - (i) Saturday – Payment at 150% of the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) Sunday - Payment at 200% of the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (iii) Payment of sleepover allowance in accordance with the provision of Clause 41 – Sleep-Over and Sleep-Over Allowance.

42. ANNUAL LEAVE

- (a) Entitlement
 - (i) A full-time and part-time employee is entitled to accrue and take annual leave in accordance with the National Employment Standards, as varied from time to time.
 - (ii) An employee shall be entitled to a period of 4 working weeks (152 hours FTE) (pro-rata part-time) leave annually for each year of continuous service with the employer.
 - (iii) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (iv) A shift worker who works for more than four ordinary hours on 10 or more weekend days is entitled to an additional week's annual leave on the same terms and conditions as provided by this clause.

- (b) Payment for leave
 - (i) In accordance with this clause when an employee takes a period of paid annual leave, the employer must pay the employee's base rate of pay for the employee's ordinary hours of work in the period. This payment excludes any shift penalty rates provided for in this agreement at Clause 38 – Shift Work and Shift Penalty Rates.
 - (ii) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

- (c) Time of taking leave
 - (i) Subject to the following an employee is entitled to take all or part of their accrued annual leave:
 - The employee provides at least 28 days notice of their intention to take annual leave, unless mutually agreed; and
 - The annual leave is taken at a time mutually agreed by the employee and the employer. The employer shall not unreasonably withhold such approval.

- The employer commits to a maximum of a 28 day response period if the employee gives at least 8 weeks notice of their intent to take annual leave.

(d) Annual leave loading

- (i) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay
- (ii) Shift-workers, in addition to their ordinary pay, will be paid the higher of:
 - a. An annual leave loading of 17.5% of their rate of pay; or
 - b. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period
- (iii) Leave loading is payable on proportionate leave on termination of employment.

(e) Payment in lieu prohibited

Except as provided in the National Employment Standards payment will not be made or accepted in lieu of annual leave.

(f) Annual Leave and Other Forms of Leave

- (i) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (ii) If the period during which an employee takes paid annual leave includes a period of sick leave, carer's leave, compassionate leave and the employee complies with all evidence and notice requirements, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(g) Continuity of Service

For the purposes of this subclause, service will be deemed to be continuous notwithstanding:

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations in respect of leave of absence.
- (ii) Any absence from work on account of personal sickness or accident and in calculating the period of twelve months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service.
- (iii) Any absence with reasonable cause, proof of which shall be upon the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(h) Close Down

- (i) Unless otherwise agreed between the employer and the employee/s concerned the employer may, by giving not less than two months' notice either close down for one period or for two separate periods.
- (ii) If the employer has a partial or full business close down during the year, the employee may take leave without pay or any or all accrued leave during the period of the partial or full close down.
- (iii) If the employee does not have enough accrued leave for the period of close down the employee will be advanced annual leave during the period. If an employer has another service not subject to a close down the employer shall take reasonable steps to give an employee who would originally be advanced annual leave the option of working in that service.

(i) Excessive Annual Leave Accruals

This subclause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

- (i) Definitions

An employee has an excessive leave accrual if:

 - (A) the employee is not a shift worker and has accrued more than eight weeks paid annual leave; or
 - (B) the employee is a shift worker and has accrued more than 10 weeks paid annual leave.

- (ii) Eliminating excessive leave accruals
 - (A) Dealing with excessive leave accruals by agreement

Before an employer can direct that leave be taken under subclause (i)(ii)(B) or an employee can give notice of leave to be granted under subclause (i)(ii)(C), the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

 - (B) Employer may direct that leave be taken
 - (i) This subclause applies if an employee has an excessive leave accrual.
 - (ii) If agreement is not reached under subclause (i)(ii)(A), the employer may give a written direction to the employee to take a period or periods of paid annual leave. Such a direction must not:
 - result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under subclause (i)(ii)(C));
 - require the employee to take any period of leave of less than one week;
 - require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
 - require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
 - be inconsistent with any leave arrangement agreed between the employer and employee.

 - (iii) An employee to whom a direction has been given under this subclause may make a request to take paid annual leave as if the direction had not been given.

Note: The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

 - (iv) If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.

 - (v) The employee must take paid annual leave in accordance with a direction complying with this subclause.

- (C) Employee may require that leave be granted
 - (i) This subclause applies if an employee has had an excessive leave accrual for more than six months and the employer has not given a direction under subclause (i)(ii)(B) that will eliminate the employee's excessive leave accrual.

 - (ii) If agreement is not reached under subclause (i)(ii)(B), the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. Such a notice must not:

- result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under this subclause);
 - provide for the employee to take any period of leave of less than one week;
 - provide for the employee to take any period of leave commencing less than eight weeks after the day the notice is given to the employer;
 - provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; or
 - be inconsistent with any leave arrangement agreed between the employer and employee.
- (iii) The maximum amount of leave that an employee can give notice of under this subclause is: four weeks' leave in any 12 month period if the employee is not a shift worker, and five weeks' leave in any 12 month period if the employee is a shift worker.
- (iii) The employer must grant the employee paid annual leave in accordance with a notice complying with this subclause.

(j) Cashing Out of Annual Leave

- (i) Paid annual leave must not be cashed out except in accordance with this subclause.
- (ii) An employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:
- (A) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:
- be in writing and retained as an employee record;
 - state the amount of accrued leave to be cashed out and the payment to be made to the employee;
 - state the date on which the payment is to be made, and
 - be signed by the employer and employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (B) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;
- (C) 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 weeks; and
- (D) employees may not cash out more than two weeks accrued annual leave in any 12 month period.

(k) Annual Leave in Advance

- (i) An employer and employee may agree to the employee taking a period of paid annual leave in advance of the employee accruing an entitlement to such leave provided that the agreement meets the following requirements:
- (A) it is in writing and signed by the employee and employer;
- (B) it states the amount of leave to be taken in advance and the date on which the leave is to commence; and
- (C) it is retained as an employee record.

- (ii) This subclause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with subclause (k)(i). If the employee's employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then the employer may deduct an amount equal to the difference between the employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

(l) Purchase of Additional Annual Leave

- (i) An employee may elect to purchase up to an additional two weeks annual leave by sacrificing 1.92% of salary per week of leave purchased.
- (ii) A request to purchase additional annual leave must be made in writing by the employee.
- (iii) Any additional annual leave purchased under this clause will not attract leave loading.
- (iv) On termination or resignation of an employee any additional annual leave still owing will be paid out in the final payment to the employee.

43. COMMUNITY SERVICES LEAVE

- (a) An employee who engages in a voluntary emergency management activity (or such other community services activity as may be prescribed by the Fair Work Regulations 2009), is entitled to take unpaid community service leave in accordance with this clause,

- (b) An employee engages in a voluntary emergency management activity if, and only if:

- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iv) either:
 - A. the employee was requested by or on behalf of the body to engage in the activity; or
 - B. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
 - C. A recognised emergency management body is:
 - I. a body, or part of a body, that has a role or function under a plan that:
 - 1) is for coping with emergencies and/or disasters; and
 - 2) is prepared by the Commonwealth, a State or a Territory; or
 - II. a fire-fighting, civil defence or rescue body, or part of such a body; or
 - III. any other body, or part of a body, a substantial purpose of which involves:
 - 1) securing the safety of persons or animals in an emergency or natural disaster; or
 - 2) protecting property in an emergency or natural disaster; or
 - IV. otherwise responding to an emergency or natural disaster; or
 - V. a body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

- D. The employee must provide reasonable notice of the employee's intention to participate in a community services emergency. Evidence supporting the employee's absence or continuing absence may be required by the employer at any time.

44. COMPASSIONATE LEAVE

- (a) An Employee is entitled to five (5) days compassionate leave for each occasion when a member of the Employee's immediate family (as defined), or three (3) days for a member of the Employee's household (as defined):
 - (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) Pregnancy Loss is suffered; or
 - (iv) Dies.

For the purposes of this clause an employee's immediate family or member of the employee's household shall include any person who is in a significant relationship with the employee as defined in this Agreement.

- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, suffered the pregnancy loss, or sustained the personal injury; or
 - (ii) After the death of the member of the Employee's immediate family or household.
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) A single continuous 5 day period; or
 - (ii) In any combination of periods up to a maximum of 5 days to which the Employee and his or her Employer agree.
 - (iii) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (d) Proof of such death or illness or injury, (in the form of a death notice, statutory declaration or other written evidence), shall be provided as per the requirements of personal/carer's leave.
- (e) An Employee, other than a casual, shall be paid at the base rate of pay for the employee's ordinary hours of work in the period.
- (f) A casual employee is entitled to unpaid compassionate leave in accordance with the requirements of this clause.
- (g) For the purpose of this subclause only the word spouse will not include a spouse from whom the employee is separated, but will include a person who lives with the employee as a de facto partner (as defined).
- (h) Unpaid Compassionate Leave

An employee may take unpaid compassionate leave by agreement with the employer.

45. HOLIDAYS WITH PAY

- (a) Full time and part time employees will be allowed the following days as holidays with pay notwithstanding the fact that an employee is not entitled to payment if they do not have ordinary hours of work rostered for that public holiday.

New Years Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day, Boxing Day, Launceston Show Day and any other day, or part-day, declared or prescribed by or under a law of Tasmania to be observed general within Tasmania, or a region of Tasmania, as a public holiday.

The Statutory Holidays Act 2000 provides details of substitution, additional days and arrangements when certain holidays fall on weekends.

- (b) Payment for holiday's with pay mentioned in subclause (a) of this clause which are taken and not worked, will be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday he/she had been at work.
- (c) An employee required to work on any of the holidays with pay mentioned in subclause (a) of this clause, will be paid at the rate of double time and a half. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday. By agreement between the employer and an individual employee time off may be granted in lieu of payment on the basis of time for time.
- (d) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) The request is not reasonable; or
 - (ii) The refusal is reasonable.
- (e) For the purpose of this clause the following must be taken into account when determining what is reasonable or unreasonable:
 - (i) The nature of the Employers workplace or enterprise (including operational requirements), and the nature of the work performed by the Employee;
 - (ii) The Employee's personal circumstances, including family responsibilities;
 - (iii) Whether the Employee could reasonably expect that the Employer might request the Employee to work on the public holiday;
 - (iv) Whether the Employee is entitled to receive overtime payments that reflects an expectation of work on the public holiday;
 - (v) The type of employment of the Employee;
 - (vi) The amount of notice in advance given to the Employee by the Employer;
 - (vii) The amount of notice provided by the Employee to the Employer when refusing the request; and
 - (viii) Any other relevant matter.

46. JURY SERVICE LEAVE

- (a) If the employee is absent from their employment for a period due to jury service the employer will pay the employee at their base rate of pay for the employee's ordinary hours of work during that period reduced by the total amount of jury service pay that has been paid to the employee by the relevant court.
- (b) The employer may require the employee to give the employer evidence that would satisfy a reasonable person that they had taken all necessary steps to obtain any amount jury service pay from the courts.
- (c) The employer is only required to pay for the first 10 days of absence in relation to a particular jury service summons period.

47. PARENTAL LEAVE

Parental leave shall be provided in accordance with the NES.

48. PERSONAL LEAVE

(a) Entitlement for all employees:

- (i) For each year of service with the employer a full-time and part-time employee is entitled to 15 days of paid personal/carer's leave which accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (ii) The additional 5 days will also accrue progressively during a year of service but will not accumulate from year to year and will be deemed to be used in the first instance of personal leave use.

(b) Taking Paid Personal/Carer's Leave

- (i) An employee may take paid personal/carer's leave if the leave is taken:
 - A. Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee;
 - or
 - B. to provide care or support to a member of the Employee's immediate family (as defined), or a member of the Employee's household (as defined), who requires care or support because of:
 - (i) A personal illness, or injury, of the member; or
 - (ii) An unexpected emergency affecting the member.

(c) Payment for Personal/Carer's leave

If an Employee takes a period of paid personal/carer's leave the employer will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(d) Workers Compensation

The Employer is not required to grant personal/carer's leave entitlements for any period during which the employee is absent from work because of a personal illness or injury for which the employee receives workers compensation payments.

(e) Notice and Evidence Requirements

- (i) An employee will, as soon as practicable (which may be a time after the leave has started) inform the employer of their inability to attend for work and estimated duration of the absence.
- (ii) An employee will prove to the satisfaction of a reasonable person (or in the event of a dispute, the Fair Work Commission) that they were unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed or was reasonably unable to notify the employer of their inability to attend for work and estimated duration of absence. The employer will permit 3 single days per year to be taken without producing evidence in the form of a Medical Certificate or Statutory Declaration.

Provided that the single day taken is not before or after scheduled days off, weekends, rostered days off, public holidays or annual leave. In these instances a Medical Certificate or Statutory Declaration is required.

- (iii) If Personal Leave for more than 2 consecutive days is claimed, a Medical Certificate will be required as evidence. A Statutory Declaration may only be used for a single day and may only be used on 5 occasion each year. Statutory Declarations may only be witnessed by Commissioners for Declaration or Justices of the Peace who have no current or former connection with Eskleigh Foundation or is a family member or friend.

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

(f) Personal/Carer's Leave and Public Holidays

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

(g) Unpaid Leave

(i) An additional two (2) days of unpaid carer's leave will be available for a full-time and part-time employee who has used up their personal/carer's leave entitlement, and for casual employees.

(ii) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee can't agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on the employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.

(iii) A period of unpaid carer's leave does not break an employee's continuity of service. However it does not count as service.

(h) Personal/Carer's Leave and Termination of Employment

An employer will not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves their employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(i) Sickness on Day Off

Where an employee is sick or injured on the week day or days the employee is to take off where the arrangements for the 38-hour week provides for rostered day/days off in the particular work cycle, the employee will not be entitled to seek nor will the employee's personal leave entitlement be reduced as a result of the employee's sickness or injury on that day.

(j) Casual employees- Caring responsibilities

Subject to the evidentiary and notice requirements in subclause (g) casual employees are entitled to not be available to attend work, or to leave work if they need to provide care or support for members of their immediate family or household who are sick and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child.

The employer and the employees will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion.

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

(k) Family Violence

(i) General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at

work. Therefore, Eskleigh Foundation is committed to providing support to staff that experience family violence.

(ii) Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member, or a member of the employee's household including a current or former intimate partner of an employee. It is the patterned use or coercive and controlling behaviour to limit, direct and/or shape a person's thoughts, feelings and actions.

(iii) General Measures

- (A) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service, or Lawyer.
- (B) All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personal file without their express written permission.
- (C) The employer will identify a contact person who will be trained in family violence and privacy issues. The employer will advise the name of the contact to all employees.
- (D) An employee experiencing family violence may raise the issue with their manager or the contact person.
- (E) When requested by the employee, the contact person will liaise with the employee's manager on the employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with paragraphs (iv) and (v).
- (F) The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

(iv) Leave

An employee experiencing family violence will have access to 10 days per year of paid leave for medical appointments, legal proceedings and other activities related to family violence.

(v) Individual Support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Eskleigh Foundation will approve any reasonable request from an employee experiencing family violence for:

- Changes to their span of hours or pattern of hours;
- Job redesign or change to duties;
- A change to their telephone number or email address to avoid harassing contact;
- Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.

An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.

49. SPECIAL LEAVE

One week shall be made available in any year as paid special leave.

- (a) Special Leave shall be made available in the case of the bereavement of direct Family member or close personal friend.
- (b) Special leave can be taken for any other justifiable purpose that is acceptable to any member of the Senior Leadership Team
- (c) Unused special leave does not accumulate to the following year.

50. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1976 (Tas) and when this leave is due employees may negotiate to take the leave in one of the following options:

- (a) take the leave during the agreed period
- (b) take the leave at double pay thereby reducing the absence from work by half;
- (c) take the payment in lieu of taking the leave
- (d) or any other arrangement provided in the Act.

51. CEREMONIAL LEAVE

An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

52. UNION DELEGATES LEAVE

- (a) Subject to the provisions of this clause a union delegate or elected workplace representative will be granted up to three days paid leave of absence each calendar year, non-cumulative, to:

- Represent members in bargaining;
- Represent the interests of members to the employer and industrial tribunals;
- Consult with union members and other employees for whom the delegate is a bargaining representative;
- Participate in the operation of the union;
- Attend union education;
- Attend courses conducted by an approved training provider that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and/or grievances in the workplace;
- Attend union annual delegates conference.

Provided that an additional two days unpaid leave per delegate or workplace representative is also available under the same conditions.

- (b) An application for leave under this clause must be made to the employer in writing, including the nature, content and duration of any course to be attended. The application should be provided with fourteen days' notice of the proposed training.
- (c) The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not unreasonably use this sub-clause to avoid an obligation under this clause.

- (d) Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.
- (e) Each employee on leave approved in accordance with this clause will be paid all ordinary time earnings. For the purposes of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading which otherwise would have been payable if the employee had been at work.

53. WORKPLACE DELEGATES RIGHTS

- (a) Nominated union member delegates will be provided the opportunity within ordinary rostered hours of work to meet with new employees for the purpose of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur during the induction period.

(b) Workplace delegates are entitled to reasonable communication with union members and potential members about their workplace interest, access to the workplace and workplace facilities.

54. BUDDY SHIFT ALLOWANCE

A \$2.00 per hour payment will be paid to an employee who are buddying a new or existing employee into a role. This is to ensure that new employees or employees working with a new client are given adequate support through buddy shifts to ensure adequate safety for clients and fellow employees.

55. NOTICE BOARD

In establishments employing five or more persons and where a suitable staff room is available, the employer shall provide a notice board of reasonable dimensions, upon which approved notices may be posted. An approved notice may include notices posted by the employer and employees and notices posted by an accredited union representative, signed and countersigned by the representative posting same.

56. FUTURE NEGOTIATIONS

- (a) The employer agrees to commence negotiations with the Health Services Union, Tasmania Branch for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the Health Services Union, Tasmania Branch.
- (c) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees.

SCHEDULE 1

Wage Rates

(a) DISABILITY SERVICE WORKERS

Employees classified below shall be paid the hourly wage rates assigned opposite that classification:

Social and Community Services Worker

	1 July 2022 4.6%	1 July 2023 5.75%	1 July 2024 3.75%
LEVEL 1			
Pay point 1	\$ 23.2978	\$ 24.4921	\$ 25.4106
Pay point 2	\$ 24.0781	\$ 25.2816	\$ 26.2297
Pay point 3	\$ 24.9463	\$ 26.1842	\$ 27.1661
LEVEL 2			
Pay point 1	\$ 30.4598	\$ 32.2066	\$ 33.4143
Pay point 2	\$ 31.4140	\$ 33.2166	\$ 34.4622
Pay point 3	\$ 32.3682	\$ 34.2263	\$ 35.5098
Pay point 4	\$ 33.2367	\$ 35.1392	\$ 36.4569
LEVEL 3			
Pay point 1	\$ 34.0408	\$ 35.9963	\$ 37.3462
Pay point 2	\$ 35.0164	\$ 37.0308	\$ 38.4195
Pay point 3	\$ 35.7669	\$ 37.8232	\$ 39.2416
Pay point 4	\$ 36.496	\$ 38.5992	\$ 40.0467
LEVEL 4			
Pay point 1	\$ 39.2621	\$ 41.5211	\$ 43.0781
Pay point 2	\$ 40.2914	\$ 42.6047	\$ 44.2024
Pay point 3	\$ 41.3207	\$ 43.6989	\$ 45.3376
Pay point 4	\$ 42.2427	\$ 44.6750	\$ 46.3503
LEVEL 5			
Pay point 1	\$ 44.9124	\$ 47.4995	\$ 49.2807
Pay point 2	\$ 45.8773	\$ 48.5197	\$ 50.3392
Pay point 3	\$ 46.9494	\$ 49.6516	\$ 51.5135
LEVEL 6			
Pay point 1	\$ 49.0723	\$ 51.8958	\$ 53.8419
Pay point 2	\$ 50.1552	\$ 53.0379	\$ 55.0268
Pay point 3	\$ 51.2380	\$ 54.1874	\$ 56.2194
LEVEL 7			
Pay point 1	\$ 53.0714	\$ 56.1274	\$ 58.2322
Pay point 2	\$ 54.1865	\$ 57.3045	\$ 59.4534
Pay point 3	\$ 55.2908	\$ 58.4703	\$ 60.6629
LEVEL 8			
Pay point 1	\$ 57.5852	\$ 60.8963	\$ 63.1799
Pay point 2	\$ 58.7109	\$ 62.0905	\$ 64.4189
Pay point 3	\$ 59.8474	\$ 63.2926	\$ 65.6661

SCHEDULE 2

Classification Descriptors

Social and community services employee level 1

Characteristics of the level

- a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- g) At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities

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

The minimum rate of pay for employees engaged in responsibilities which are prescribed by is pay point 2.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualifications and/or training**
 - i. developing knowledge of the workplace function and operation;
 - ii. basic knowledge of administrative practices and procedures relevant to the workplace;
 - iii. a developing knowledge of work practices and policies of the relevant work area;
 - iv. basic numeracy, written and verbal communication skills relevant to the work area;
 - v. at this level employers are required to offer substantial on-the-job training.
- b) **Organisational relationships**
Work under direct supervision.
- c) **Extent of authority**

- i. Work outcomes are clearly monitored.
- ii. Freedom to act is limited by standards and procedures.
- iii. Solutions to problems are found in established procedures and instructions with assistance readily available.
- iv. Project completion according to instructions and established procedures.
- v. No scope for interpretation.

d) Progression

An employee primarily engaged in responsibilities which are prescribed by (g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

Social and community services employee level 2

Characteristics of the level

- a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

Responsibilities

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

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

- l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in characteristics of the level 2.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualification and/or training**
 - i. basic skills in oral and written communication with clients and other members of the public;
 - ii. knowledge of established work practices and procedures relevant to the workplace;
 - iii. knowledge of policies relating to the workplace;
 - iv. application of techniques relevant to the workplace;
 - v. developing knowledge of statutory requirements relevant to the workplace;
 - vi. understanding of basic computing concepts.
- b) **Prerequisites**
 - i. an appropriate certificate relevant to the work required to be performed;
 - ii. will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - iii. appropriate on-the-job training and relevant experience; or
 - iv. entry point for a diploma without experience.
- c) **Organisational relationships**
 - i. work under regular supervision except where this level of supervision is not required by the nature of responsibilities subclause responsibilities being undertaken;
 - ii. provide limited guidance to a limited number of lower classified employees.
- d) **Extent of authority**
 - i. work outcomes are monitored;
 - ii. have freedom to act within established guidelines;
 - iii. solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Social and community services employee level 3

Characteristics of this level

- a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

- e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

Responsibilities

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

- a) undertake responsibility for various activities in a specialised area;
- b) exercise responsibility for a function within the organisation;
- c) allow the scope for exercising initiative in the application of established work procedures;
- d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- i) supervise a limited number of lower classified employees or volunteers;
- j) allow the scope for exercising initiative in the application of established work procedures;
- k) deliver single stream training programs;
- l) co-ordinate elementary service programs;
- m) provide assistance to senior employees;
- n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. undertake some minor phase of a broad or more complex assignment;
 - ii. perform duties of a specialised nature;
 - iii. provide a range of information services;
 - iv. plan and co-ordinate elementary community-based projects or programs;
 - v. perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- o) in the delivery of disability services as described in subclauses Responsibilities Level 1 or Responsibilities Level 2 taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

Requirements of the job

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

- a) **Skills, knowledge, experience, qualifications and/or training**
 - i. thorough knowledge of work activities performed within the workplace;
 - ii. sound knowledge of procedural/operational methods of the workplace;
 - iii. may utilise limited professional or specialised knowledge;
 - iv. working knowledge of statutory requirements relevant to the workplace;
 - v. ability to apply computing concepts.

b) Prerequisites

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

c) Organisational relationships

- i. graduates work under direct supervision;
- ii. works under general supervision except where this level of supervision is not required by the nature of the responsibilities under Responsibilities Level 3 being undertaken;
- iii. operate as member of a team;
- iv. supervision of other employees.

d) Extent of authority

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

Social and community services employee level 4

Characteristics of this level

- a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

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

- a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- c) identification of specific or desired performance outcomes;
- d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- g) provide administrative support of a complex nature to senior employees;

- h) exercise responsibility for various functions within a work area;
- i) provide assistance on grant applications including basic research or collection of data;
- j) undertake a wide range of activities associated with program activity or service delivery;
- k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. liaise with other professionals at a technical/professional level;
 - ii. discuss techniques, procedures and/or results with clients on straight forward matters;
 - iii. lead a team within a specialised project;
 - iv. provide a reference, research and/or technical information service;
 - v. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - vi. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - vii. assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualifications and/or training**
 - i. knowledge of statutory requirements relevant to work;
 - ii. knowledge of organisational programs, policies and activities;
 - iii. sound discipline knowledge gained through experience, training or education;
 - iv. knowledge of the role of the organisation and its structure and service;
 - v. specialists require an understanding of the underlying principles in the discipline.
- b) **Prerequisites**
 - i. relevant four year degree with one years relevant experience;
 - ii. three year degree with two years of relevant experience;
 - iii. associate diploma with relevant experience;
 - iv. lesser formal qualifications with substantial years of relevant experience; or
 - v. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities;
- c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- d) Employees working as sole employees will commence at this level.
- e) **Organisational relationships**
 - i. works under general direction;
 - ii. supervises other staff and/or volunteers or works in a specialised field.
- f) **Extent of authority**
 - i. required to set outcomes within defined constraints;
 - ii. provides specialist technical advice;
 - iii. freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - iv. solutions to problems generally found in precedents, guidelines or instructions;
 - v. assistance usually available.

Social and community services employee level 5

Characteristics of the level

- a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

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

- a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- c) undertake a minor phase of a broader or more complex professional assignment;
- d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- e) set priorities and monitor work flow in the areas of responsibility;
- f) provide expert advice to employees classified at lower levels and/or volunteers;
- g) exercise judgment and initiative where procedures are not clearly defined;
- h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;

- q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - i. under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - ii. exercise professional judgment within prescribed areas;
 - iii. carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - iv. provide reports on progress of program activities including recommendations;
 - v. exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - vi. plan, develop and operate a community service organisation of a moderately complex nature.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualifications and/or training**
 - i. knowledge of organisational programs, policies and activities;
 - ii. sound discipline knowledge gained through experience;
 - iii. knowledge of the role of the organisation, its structure and services.
- b) **Prerequisites**
 - i. relevant degree with relevant experience;
 - ii. associate diploma with substantial experience;
 - iii. qualifications in more than one discipline;
 - iv. less formal qualifications with specialised skills sufficient to perform at this level; or
 - v. attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- c) **Organisational relationships**
 - i. work under general direction;
 - ii. supervise other employees and/or volunteers.
- d) **Extent of authority**
 - i. exercise a degree of autonomy;
 - ii. control projects and/or programs;
 - iii. set outcomes for lower classified staff;
 - iv. establish priorities and monitor work flow in areas of responsibility;
 - v. solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Social and community services employee level 6

Characteristics of the level

- a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

- d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Responsibilities

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

- a) undertake significant projects and/or functions involving the use of analytical skills;
- b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- f) provide advice on matters of complexity within the work area and/or specialised area;
- g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- h) exercise autonomy in establishing the operation of the work area;
- i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - i. provide support to a range of activities or programs;
 - ii. control and co-ordinate projects;
 - iii. contribute to the development of new procedures and methodology;
 - iv. provide expert advice and assistance relevant to the work area;
 - v. supervise/manage the operation of a work area and monitor work outcomes;
 - vi. supervise on occasions other specialised staff;
 - vii. supervise/manage the operation of a discrete element which is part of a larger organisation;
 - viii. provide consultancy services for a range of activities.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualification and/or training**
 - i. comprehensive knowledge of organisation policies and procedures;
 - ii. specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - iii. specialist knowledge gained through experience, training or education;
 - iv. appreciation of the long term goals of the organisation;
 - v. detailed knowledge of program activities and work practices relevant to the work area;
 - vi. knowledge of organisation structures and functions;
 - vii. comprehensive knowledge of requirements relevant to the discipline.
- b) **Prerequisites**
 - i. degree with substantial experience;
 - ii. post graduate qualification;
 - iii. associate diploma with substantial experience;

- iv. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- c) **Organisational relationships**
 - i. works under limited direction from senior employees of the Committee of Management or Board;
 - ii. supervision of staff.
- d) **Extent of authority**
 - i. exercise a degree of autonomy;
 - ii. may manage a work area or medium to large organisation or multi-worksite organisation;
 - iii. has significant delegated authority;
 - iv. selection of methods and techniques based on sound judgment;
 - v. manage significant projects and/or functions;
 - vi. solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

Social and community services employee level 7

Characteristics of the level

- a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

Responsibilities

- a) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
- b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- d) develop work practices and procedures for various projects;
- e) establish work area outcomes;
- f) prepare budget submissions for senior officers and/or the organisation;
- g) develop and implement significant operational procedures;
- h) review operations to determine their effectiveness;
- i) develop appropriate methodology and apply proven techniques in providing specialised services
- j) where prime responsibility lies in a professional field an officer at this level:
 - i. controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - ii. provides a consultancy service to a wide range of clients;

- iii. functions may involve complex professional problem solving;
- iv. provides advice on policy method and contributes to its development.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualification and/or training**
 - i. comprehensive knowledge of policies and procedures;
 - ii. application of a high level of discipline knowledge;
 - iii. qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - iv. lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - v. a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- b) **Organisational relationships**
 - i. works under limited direction;
 - ii. normally supervises other employees and establishes and monitors work outcomes.
- c) **Extent of authority**
 - i. may manage section or organisation;
 - ii. has significant delegated authority;
 - iii. selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

Social and community services employee level 8

Characteristics of this level

- a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

Responsibilities

- a) A position at this level may include some of or similar responsibilities to:

- b) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- c) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- d) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- e) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- f) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals; administer complex policy and program matters;
- g) may offer consultancy service;
- h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - i. contribute to the development of operational policy;
 - ii. assess and review the standards of work of other specialised personnel/external consultants;
 - iii. initiate and formulate organisational programs;
 - iv. implement organisational objectives within corporate goals;
 - v. develop and recommend ongoing plans and programs.

Requirements of the position

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

- a) **Skills, knowledge, experience, qualification and/or training**
 - i. detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - ii. detailed knowledge of statutory requirements.
- b) **Prerequisites**
 - i. qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - ii. substantial post graduate experience;
 - iii. lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - iv. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE 3

Supported Wage System

1. 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 award.
2. In this schedule:

approved 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 tool 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 (Cth)*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

3. Eligibility criteria

- i. 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 award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- ii. 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 award relating to the rehabilitation of employees who are injured in the course of their employment.

4. Supported wage rates

- i. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause F.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- ii. Provided that the minimum amount payable must be not less than **\$106** per week.
- iii. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. Assessment of capacity

- i. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- ii. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.
- 6. Lodgement of SWS wage assessment agreement]**
- i. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
 - ii. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
- 7. Review of assessment**
- The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.
- 8. Other terms and conditions of employment**
- Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.
- 9. Workplace adjustment**
- An employer wishing to employ a person under the provisions of this schedule must 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.
- 10. Trial period**
- i. In order for an adequate assessment of the employee's capacity to be made, an 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 four weeks) may be needed.
 - ii. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
 - iii. The minimum amount payable to the employee during the trial period must be no less than **\$106** per week.
 - iv. Work trials should include induction or training as appropriate to the job being trialled.
 - v. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.

Declaration and Signatures

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This agreement is signed for and on behalf of the parties:

Sophie Davidson
Chief Executive Officer
Eskleigh Foundation Inc.



.....

Address:

16087 Midland Highway
Perth TAS 7300
.....

8 January 2025
Date:
.....

Witnessed by (signature)
Witness name in full (printed)
Witness address


.....
Jasmine Johns
16087 Midland Highway
Perth TAS 7300

~~Tim Jacobson~~
~~Secretary~~
Health Services Union (Tasmania Branch)


.....

Tammy Munro
Acting State
Secretary

Address:

11 Clare Street
New Town 7008
.....

14/01/2025
Date:
.....

Witnessed by (signature)
Witness name in full (printed)
Witness address

.....
James Milligan
11 Clare Street, New Town 7008

7A. Workplace delegates' rights

7A.1 Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.

7A.2 In clause 7A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7A.3 Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7A.9 Exercise of entitlements under clause 7A

- (a) A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 7A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 7A.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/42

Applicant:
Eskleigh Foundation Inc. Enterprise Agreement 2024

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sophie Davidson, CEO have the authority given to me by Eskleigh Foundation Inc. to give the following undertakings with respect to the Eskleigh Foundation Inc Enterprise Agreement 2024 ("the Agreement"):

1. Clause 21(d) shall be read on the basis that an employee will become entitled to meal allowance after performing 1 hour of overtime.
2. Clause 33(d) shall be read on the basis that an employee will begin receiving overtime payment as soon as an employee commences working overtime.
3. Clause 38(b) shall be read on the basis that it includes the following (which shall form part of that clause):

an employee will be paid an allowance \$20.12 per broken shift or an employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of \$26.63.

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



Signature

4.2.25

Date