

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/232

TITLE: The Spastic Centre of New South Wales Enterprise Agreement

I.R.C. NO: IRC6/1743

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees within the jurisdiction of the Spastic Centre of New South Wales Employees' (State) Industrial Committee who come within the Constitution Rule of The Health and Research Employees' Association of New South Wales and employees of the Spastic Centre of NSW who are employees with a disability, who fall within the coverage of The Spastic Centre of New South Wales Enterprise (State) Award.

PARTIES: The Spastic Centre of New South Wales -&- the Health Services Union

SPASTIC CENTRE OF NEW SOUTH WALES ENTERPRISE AGREEMENT

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1743 of 2006)

Before The Honourable Justice Boland

24 March 2006

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"Broken Shift" is a shift designated as such of up to sixteen (16) hours in duration that is broken by at least one (1) hour and not more than eight (8) hours in any one (1) calendar day defined from midnight to midnight.

"Care Services Worker (CSW)" The duties required to be undertaken by a CSW in any of the following classifications shall remain within the CSW's skills and competence, as set out in Part B, Care Services Job Family Matrix.

Where The Spastic Centre requires the CSW to perform any or all of the tasks related to a particular level within the matrix, the CSW must possess relevant skill and competence to perform such tasks. Where the CSW does not possess such skills and competence, appropriate training shall be facilitated.

The number of positions that are made available at any level within The Centre will be dependant on client needs, workloads and budgetary constraints.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level B:

An employee with very little or no experience in the disability sector who performs basic duties under direct supervision. Must complete basic training and senior First Aid Certificate within the first six (6) months of employment and be assessed as fully competent at this level before moving to Level C.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level C:

An employee who works under limited supervision individually or in a team environment or on a sleepover. Administers medication. May hold a Certificate II in Welfare Studies or equivalent. After twelve (12) months service at Level C and if assessed as fully competent, an employee may move to an "after twelve (12) months" wage rate. Must also be assessed as fully competent at this level before moving to Level D.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level D:

An employee who adheres to the Disability Service Standards in assisting clients with the full range of standard requirements. Provides coaching and feedback to other team members. May hold a Certificate III in Welfare Studies or equivalent. Must be assessed as fully competent at this level before moving to Level E.

Care Services Employee (Programme Attendant & Community Educator) - Level E:

An employee who undertakes service delivery liaison/communication with clients during very complex problem resolution involving multiple service delivery methods. Identifies learning needs of team members required to assist clients with the full range of standard requirements. May hold a Certificate IV in Welfare Studies or equivalent. Must be assessed as fully competent at this level before moving to Level F.

Care Services Employee (Assistant House Manager, Supervisor & Community Educator) - Level F:

An employee who has a sound working knowledge of the range of access requirements and an understanding of the client's unique needs. Assists in providing complex education opportunities for clients and/or with the technical supervision and learning of less experienced team members. At this supervisory level direct care of clients is still expected. May hold an Associate Diploma or post-trade qualification or equivalent. Must be assessed as fully competent at this level before moving to Level G.

Care Services Employee (Assistant House Manager, Supervisor & Community Educator) - Level G:

An employee who ensures effective service delivery liaison and communication with clients in respect of the full range of problem resolutions involving multiple service delivery methods. Provides technical, operational and procedural supervision of a team of care services staff. At this supervisory level direct care of clients is still expected. May hold a higher Diploma or three (3) year Degree or equivalent.

"Casual/Relief Employee" A casual employee shall mean an employee who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent.

"Clerks"

- (i) Grades - All adult employees shall be graded into one of the following grades:
- (ii) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (iii) to (vii) of this clause.
- (iii) A Grade 1 position is described as follows:
 - (a) The employee may work under direct supervision with regular checking of progress.
 - (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

- (c) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and despatch outgoing mail Collate and despatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

(iv) A Grade 2 position is described as follows:

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data onto standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shut down equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks

Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger
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(v) A Grade 3 position is described as follows:

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Despatch statements to debtors Follow up and record outstanding accounts Despatch payments to creditors Maintain stock control records Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

(vi) A Grade 4 position is described as follows:

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

- (b) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (c) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shut down network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(vii) A Grade 5 position is described as follows:

- (a) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team

"Community Support Worker" means a person who provides drop-in case management support for persons with cerebral palsy and/or other disabilities living independently in the community.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who works on such days at any time between 8.00am and 6.00pm.

"General Services Workers (GSW)" means either a person who indirectly assists either The Centre or the clients, and includes workers such as drivers, cleaners, laundry persons, audio visual officer and technician or who assists with the maintenance and upkeep of The Centre owned or leased premises such as handypersons and gardeners. The nature and complexity of repairs, maintenance and other services to be undertaken must be commensurate with the workers' competencies.

"Keyworker" means a person who provides case management support to people with cerebral palsy who live in group homes and attend employment or community access services, or those who continue to live with their parents and who also attend employment or community access service.

"Program Assistant" formally known as a "Medical Aide", means a person appointed as such who is wholly or substantially engaged in carrying out activities and tasks to assist, or under direction of, professional staff in relation to services offered through client related programs.

"Shift Worker" means a worker who is not a day worker as defined.

"Supervisor" is a person who provides or assists in providing formal operations supervision of a team of care services workers. A supervisor ensures that duty of care and procedural fairness principles are observed and offers advice and problem solving assistance. Is aware of and maintains appropriate communication channels with all key staff and clients and their families.

In addition to the above, it is agreed that:

House Managers -

Level 2 houses would require managers to work on, at most twelve (12) weekends per annum.

Level 3 houses would require managers to work on the majority of weekends (either Saturday or Sunday only).

The wage rates are inclusive of the above and therefore, would be in lieu of weekend penalties. Overtime would be paid for all hours worked in excess of 164.67 hours a month (averaged on thirty-eight (38) hours per week) and with prior approval from management. House Managers are exempt from clause 4, Hours, subclauses (xii), (xiii) and (xv).

All positions will be packaged.

Other Supervisors (including Assistant House Managers) -

Supervisors' positions will fall into either one of two levels of the Care Services Job Family Matrix (Level F (AQF 5) and Level G (AQF 6)).

Assistant House Managers would have the same conditions as House Managers (see above) and would be associated with Level 2 and 3 houses only.

The wage rates for Assistant House Managers are inclusive of the above and therefore, would be in lieu of weekend penalties. Overtime would be paid for all hours worked (with prior approval from management) in excess of 164.67 hours a month (averaged on thirty-eight (38) hours per week). Supervisors, including Assistant House Managers, are exempt from clause 4, Hours, subclauses (xii), (xiii) and (xv).

All positions will be packaged.

"Direct Supervision" shall mean that a person:

- (i) receives detailed instructions on the work to be performed; and
- (ii) performs tasks which are part of an overall work routine; and
- (iii) is subject to regular personal progress checks on the work being performed.

"General Supervision" shall mean that a person:

- (i) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- (ii) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- (iii) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.

"Limited Supervision" shall mean that a person:

- (i) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (ii) may have assignments reviewed on completion.

"Temporary Employee" A temporary employee shall mean an employee who is engaged for a continuous but limited period.

"The Association" means The Health Services Union.

"The Centre" means The Spastic Centre of New South Wales Limited and also includes its wholly owned subsidiaries The Spastic Centre of New South Wales (Venee Burgess House), The Spastic Centre of New South Wales (Therapy Services), The Spastic Centre of New South Wales (Community Access Services), The Spastic Centre of New South Wales (Accommodation - North), The Spastic Centre of New South Wales (Accommodation - South) and The Spastic Centre of New South Wales (Accommodation - Hunter).

3. Salaries and Wages

- (i) The minimum rates of wage per week for employees shall be the rates of wage as set out in Part C - Monetary Rates, Tables 1(a) and (b), Table 2 Salary Rates and Table 3 Allowances .
- (ii)
 - (a) Where an employee with disabilities performs work to a level which would be reasonable for an able-bodied worker, the worker with disabilities shall be paid the full award rate for the duties so performed.
 - (b)
 - (1) Where an employee with disabilities deems himself/herself unable to perform work to a level which is reasonable for an able-bodied worker, the employee with disabilities shall be paid such percentage of the award rate for the work performed, as the worker with disabilities' performance level bears to that which is reasonable for an able-bodied worker performing the same work. Provided that the percentage referred to shall be determined by the agreed assessment procedure.

Provided that an employee with disabilities may elect to be paid a lesser percentage than that determined by the agreed assessment procedure where the value of entitlements provided as government assistance to the disabled, foregone as a result, would be greater than the wage so earned. Such election is to be made by the employee with disabilities concerned.
 - (2) There shall be an assessment procedure agreed to by the parties for the purposes outlined in subparagraph (1) of this paragraph. The performance of each employee with disabilities referred to in this paragraph shall be assessed at least annually, using the agreed assessment procedure.
 - (3) Where a worker with disabilities disagrees with the percentage determined by the agreed assessment procedure, such worker with disabilities shall have the right to appeal to an assessment committee comprising a representative of each of the parties to this award and a worker with disabilities. In the event that the committee fails to resolve the issue, the worker with disabilities may exercise his/her rights under the *Industrial Relations Act* (NSW) 1996.
- (iii) Note: The intention of this award is also to preserve the long standing nexus between it and the Social and Community Services Employees (State) Award.

4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per twenty-eight (28) calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 8.00am and finish before or at 6.00pm.
- (ii)
 - (a) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed seventy-six (76) per fortnight in each roster cycle, or an average of thirty-eight (38) hours per week in each roster cycle.
 - (b) Each worker shall be free from duty for not less than two (2) full days in each week, or four (4) full days per fortnight. Such days off may be non-consecutive by mutual agreement between The Centre and the employee. In addition, an afternoon or night shift shall not precede such days off unless an additional eight (8) hours are granted as sleeping time. However, the additional eight (8) hours of sleeping time may, by mutual agreement between The Centre and employee, not be taken by the employee.

- (iii) The hours of work prescribed in subclause 4(i) shall be worked in the following ways:
- (a) 152 hours per twenty-eight (28) calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than nineteen (19) days in the cycle.
 - (b) Where this is not possible, or by mutual agreement:
 - (1) Seventy-six (76) hours per fortnight, to be arranged in order that an employee shall not be required to work their ordinary hours on more than ten (10) days in the fortnight; or,
 - (2) Thirty-eight (38) hours per week, to be arranged in order that an employee shall not be required to work their ordinary hours on more than five (5) days in one week,
 - (c) Notwithstanding the provisions of paragraph (a) of this subclause, employees who are currently working shifts of less than eight (8) hours duration may continue to work shifts of the same duration on twenty (20) days in each cycle of twenty-eight (28) days.
- (iv) The employee's allocated day off duty prescribed in paragraph (c) of subclause (iii) of this clause shall be determined by agreement between the employee and The Centre, having regard to the needs of The Centre or sections thereof. Where practicable, such allocated day off duty shall be consecutive with the days off duty prescribed by paragraph (b) of subclause (ii) and paragraph (b) of subclause (iii) of this clause. Provided, however, that by mutual agreement between The Centre and the employee the allocated day off may be taken on a day other than consecutively with their normal rostered days off to suit the needs of The Centre and the wishes of the employee. The employee may accrue their Accumulated Days Off (ADO's) for a period not exceeding six (6) months, unless there has been mutual agreement between The Centre and the employee.
- (v) Once set, the allocated day off may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vi) There shall be no accrual of credit towards an allocated day off for each day of ordinary annual leave taken in accordance with subclause (i) of clause 15, Annual Leave. However, where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not proceeded on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
- Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (vii) An employee will not accrue credits towards an allocated day off when they are on annual leave, unpaid leave, study leave and long service leave.
- (viii) An employee entitled to allocated days off duty in accordance with paragraph (a) of subclause (iii) of this clause shall continue to accumulate credit towards his/her day off duty while on paid sick leave, for periods of up to four (4) weeks. Where an employee's allocated day off duty falls during a period of paid sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers' compensation the employee, on returning to duty, shall be given the next allocated day off duty in sequence.
- (x) Where an employee's allocated day off duty falls on public holidays as prescribed by clause 14, Public Holidays, the next working day shall be taken in lieu thereof where practicable, or another day as mutually agreed.

- (xi) Except for meal breaks each day, all time from the time of commencing work until the time of finishing duty each day shall be computed as ordinary working time. This shall not apply to those positions being worked as broken shifts.
- (xii) There shall be a minimum break of eight (8) hours between ordinary rostered shifts on successive days.
- (xiii) There shall be a minimum break of eight (8) hours between broken shifts rostered on successive days.
 - (a) The time between the commencement and termination of a broken shift preceding a sleepover shall not exceed sixteen (16) hours. Furthermore, if the sleepover is consequently followed by a rostered shift on the next calendar day, there shall be a minimum break of eight (8) hours between the previous calendar day's broken shift and the following calendar day's rostered shift.
- (xiv) Two separate ten (10) minute tea breaks (in addition to meal breaks) shall be allowed to each employee during each ordinary shift. Subject to agreement between the employer and employee, two ten (10) minute breaks may alternatively be taken as one twenty (20) minute break or the employee allowed to proceed off duty ten (10) minutes before the completion of their normal finishing time. Such tea breaks shall count as working time.
- (xv) Where the employer so requests, and the employee agrees, he/she may be rostered to work up to sixteen (16) hours on any four (4) days in any one fortnightly period but such an employee shall not be required to work more than seventy-six (76) hours in that given fortnight and no more than two (2) consecutive days. All time worked in excess of seventy-six (76) hours in that given fortnight shall be paid at the applicable overtime rates.

5. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such rosters shall be displayed at least two (2) weeks but in any case at least one (1) week, prior to the commencing date of the first working period in the roster.
- (ii) Provided that this provision shall not make it obligatory for The Centre to display any roster of ordinary hours of work of members of the relieving staff.
- (iii) Provided further that a roster may be altered at any time to enable the services of The Centre to be carried on in an emergency where another employee is absent from duty on account of illness, but, where such alteration involves an employee working on a day which would have been his or her day off, such employee may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged. Provided that this provision shall not apply where the only change to the roster of a permanent part-time or part-time employee is the mutually agreed addition of extra hours to be worked such that the employee still has two (2) rostered days off in that week, or four (4) days in the rostered period (fortnight).

Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in clause 2, Definitions, and with clause 4, Hours.

- (iv) Where an employee is entitled to an allocated day off duty in accordance with clause 4, Hours, that allocated day off duty is to be shown on the roster of hours for that employee.
- (v) In order to ensure that all employees working in accommodation services (including respite) receive adequate supervision and information, house meetings are held on a regular basis. All employees are expected to attend and all time spent at the meeting will be regarded as time worked and paid at ordinary rates. House meetings will be run for a minimum of two (2) hours.

6. Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee, with a minimum start of three (3)

hours. Notwithstanding this, in low support houses, those with individualised funding arrangements and attendant care houses, the minimum start may be two (2) hours.

- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty eighth (1/38th) of the appropriate rate prescribed for full-time employees.
- (iii) Permanent part-time employees shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) The hours of a permanent part-time employee shall be so arranged that they may be balanced over a fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave, and there shall be no interruption to the continuity of employment merely by reason of a part-time employee working on a "week on", "week off" basis.

7. Casual Employees

- (i) A casual employee is an employee who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent. Casuals will be paid one thirty-eighth (1/38th) of the appropriate rate as prescribed in clause 3, Salaries and Wages, plus a loading of 10% for work carried out during (8am-6pm Mon to Fri) and 25% loading for work carried out during (6pm-8am Mon to Fri and weekend shifts) with a minimum payment of two (2) hours for each engagement.
- (ii) Casual employees who are required to work on a public holiday, in lieu of the loading prescribed in subclause (i) of this clause, shall be paid a loading of 150 %.
- (iii) Casual employees shall not be entitled to the provisions of clause 4, Hours, clause 10, Overtime, except subclause viii (b), clause 14, Public Holidays, and clause 18, Sick Leave.
- (iv) Casual employees are entitled to pro rata payment in lieu of annual leave in accordance with the *Annual Holidays Act 1944*.
- (v) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 20(i)(b) and 20(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 20(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) 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.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clause 19(ii)(a)(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 20(i)(c)(2).
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance

- (c) 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 engage a casual employee are otherwise not affected.

8. Temporary Employees

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of The Centre, which may include but not be limited to parental leave, limited term funding arrangements, long-term relief, or forthcoming service reductions.
- (ii) Additional hours and/or shifts that do become available should, however, be offered in the first instance to permanent part-time employees prior to any decision to engage temporary employees.
- (iii) The provision of clause 38, Redundancy Provisions, will not apply to such employees.

9. Relieving Other Members of Staff

An employee required by The Centre or some other authorised representative to formally relieve another employee paid on a higher scale shall be paid for the time so spent at the rate prescribed for the employee so relieved. The relieving employee must be paid at a higher rate than they normally receive, and one that is commensurate with the additional responsibilities they will assume.

10. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 4, Hours, and clause 5, Roster of Hours, shall be paid for at the rate of time-and-one-half for up to two (2) hours each day, calculated on the ordinary hourly rate, and thereafter at the rate of double time calculated on the ordinary hourly rate; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double-time and all overtime worked on public holidays shall be paid for at the rate of double-time-and-one-half, both calculated on the ordinary hourly rate.

Employees, by mutual agreement with The Centre, may elect to take time off in lieu of overtime. This will be calculated on a time for time basis. If this is not taken within three (3) months, then it shall be paid out at overtime rates.

- (ii) Employees recalled to work overtime after leaving The Centre's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four (4) hours' work at the appropriate overtime rate applicable on such day for each time so recalled - provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.
- (iii) An employee recalled to work overtime as prescribed by subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from the place of work.

Provided further that, where employees elect to use their own mode of transport, they shall be paid an allowance as set out in Part C - Monetary Rates, Table 3, Allowances Table, Item 1.

- (iv) Employees may be required to work a reasonable amount of overtime.
- (v) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work on successive days or shifts.

Employees working broken shifts shall have at least eight (8) consecutive hours off duty between the work on successive days or shifts.

All references to "eight (8) consecutive hours off duty" in this subclause and subclause (vi) shall be deemed to include references to "ten (10) consecutive hours off duty for employees working broken shifts".

- (vi) Employees who have not
 - (a) had a break of at least eight (8) consecutive hours of their ordinary work, or
 - (b) on a Saturday, a Sunday a public holiday, or on a rostered day off had eight (8) consecutive hours off duty in the twenty-four (24) hours preceding the ordinary commencing time on the next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instruction of The Centre, such an employee resumes or continues to work without having had such ten (10) consecutive hours off duty, they shall be paid at double-time the appropriate rate applicable on such day until they are released from duty for such period. In addition, they shall be entitled to be absent until they have had ten (10) consecutive hours off duty, without loss of pay.

- (vii) For the purposes of assessing overtime, each day shall stand alone. However, if any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

(viii)

- (a) All time worked by permanent part-time and part time employees in excess of ten (10) hours per day, shall be paid for at overtime rates; provided that those employees employed under the provisions of subclause (xv) of clause 4, Hours, shall be paid for all time in excess of sixteen (16) hours per day at overtime rates.
- (b) All time worked by permanent part-time employees, part time employees and casual employees in excess of the hours prescribed for a full-time employee (seventy-six (76) per fortnight) in clause 4, Hours, shall be paid for at overtime rates.

11. Penalty Rates for Shift and Weekend Work and Special Working Conditions

- (i) Shift workers working night shift shall be paid fifteen (15) percent in addition to the ordinary rate for such shift; provided, however, that permanent part-time employees and part-time workers (other than those prescribed in Clause 33 (iii)) shall only be entitled to the additional rates when they work between 6.00 p.m. and 8.00 a.m.

- (ii) For the purposes of this clause, day and night shifts shall be defined as follows:

"Day shift" means a shift that spans the hours of 8.00am and 6.00pm

"Night shift" means a shift that spans the hours of 6.00pm and 8.00am.

- (iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in subclause (i) of this clause).
- (iv) Employees working a broken shift shall be paid at the rate as set out in Part C - Monetary Rates, Table 3, Allowances Table Item 2, for each break in the shift. Broken shifts may be worked only by those employees who have no supervisory responsibilities, unless agreed to by The Centre. The time between the commencement and termination of a broken shift shall not exceed sixteen (16) hours.

There shall be a minimum break of eight (8) hours between broken shifts rostered on successive days.

The time between the commencement and termination of a broken shift preceding a sleepover shall not exceed sixteen (16) hours. Furthermore, if the sleepover is consequently followed by a rostered shift on the next calendar day, there shall be a minimum break of eight (8) hours between the previous calendar day's broken shift and the following calendar day's rostered shift.

- (v) An employee sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling at the appropriate rate of pay and reimbursed excess travelling expenses. This excludes circumstances, where employees attend training that is voluntary and for their own self-development.

12. Sleepover

- (i) Employees who work in accommodation services are engaged on the basis that they are required to undertake a sleepover.
- (ii) The following conditions shall apply to each night of "sleepover":
 - (a) No work, other than that of an essential nature involving direct care of the residents, shall be required to be performed during any sleepover. The Centre undertakes that, in consultation with The Association, a review of the sleepover practices at all houses will be reviewed at three (3) monthly intervals, and, if it is found that employees are performing duties other than those deemed to be essential, an awake shift will be implemented.
 - (b) All time actually worked during any sleepover shall count as time worked. All time worked by full-time employees during any sleepover shall be paid at overtime rates. All time worked by permanent part-time and part-time employees and casual employees during any sleepover shall be paid for at ordinary rates; provided that, if the total number of hours worked on that day exceeds ten (10), then the excess hours worked on that day shall be paid for at overtime rates; and provided further that, if the total number of hours worked in the week exceeds thirty-eight (38) hours or seventy-six (76) per fortnight, then the excess hours worked during such sleepovers in that week shall be paid for at overtime rates.
 - (c) An employee who sleeps over in accordance with subclause (i) of this clause shall be paid an allowance as set out in Part C - Monetary Rates, Table 3, Allowances Table, Item 3, for each sleepover.
 - (d) Generally, the time for a sleepover shall not be less than seven (7) hours or more than nine (9) hours on any one night. However, depending upon client needs, a sleepover may commence and/or finish earlier or later than the times rostered for the start and finish of the sleepover; provided that the time for a sleepover shall be not less than seven (7) hours or more than ten (10) hours.
 - (e) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (f) Employees shall be provided with a separate room with a bed and use of staff facilities.
 - (g) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
 - (h) No employee shall be required to sleep over during any part of his/her rostered days off and/or allocated days off provided for in subclauses (ii) and (iii) of clause 4, Hours.
 - (i) Casual employees may only be used for sleepovers when full-time employees or part-time employees are not available for that duty, and in no case shall casual employees be employed exclusively or almost exclusively for sleepovers.

- (iii) Nothing in this clause shall preclude The Centre from rostering an employee to work shift work in lieu of undertaking sleepovers.

13. Meal Breaks

- (i) Time not exceeding one hour and not less than thirty (30) minutes shall be allowed for each meal, provided that, where an employee is called upon to work for any portion of his/her meal hour, he/she shall be paid at overtime rates for the whole of the meal break and the employee shall be allowed to take a break for the taking of such meal. Provided further that employees employed in accommodation services may be allowed a half-hour paid break for the partaking of each meal.
- (ii) An employee who is required to work overtime for more than two (2) hours shall be supplied with a meal.
- (iii) Employees shall not be required to work more than five (5) hours without a meal break. Where the shift is of not more than five (5) hours duration, there shall be one ten (10) minute break, which shall count as time worked.

14. Public Holidays

- (i) For the purposes of this award, the following shall be deemed to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State.

In addition to those public holidays specified in this subclause, employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a date, which is agreed upon between The Association and The Spastic Centre and shall be regarded for all purposes of this clause as any other public holiday.

- (ii) Public holidays shall be allowed to employees on full pay. Where a full-time, part-time or permanent part-time employee is required to and does work on any of the holidays set out in subclause (i) of this clause, such work shall be paid, in lieu of other shift allowances, weekend penalty rates and casual loadings, at the rate of double-time-and-one-half, with a minimum payment for four (4) hours' work.
- (iii) If a public holiday falls on the day that an employee is normally rostered to work and The Centre does not require them to work, they shall be paid one day's pay in addition to the weekly rate. In addition, The Centre undertakes not to change the employees' roster so as to avoid payment.
- (iv) If a public holiday falls on a day that a full-time day worker, a part-time employee or permanent-part time employee was not normally rostered to work, then no payment shall be paid. However, if they are required to work, then clause 14 subclause (ii) applies.

15. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii)
 - (a) In addition to the leave prescribed by subclause (i), employees who work their ordinary hours on Sundays and/or public holidays prescribed by clause 14, Public Holidays, are entitled to receive additional annual leave as follows, if during a qualifying period of employment for annual leave purposes they have worked:

Number of ordinary shifts worked on Sundays and/or Public holidays	Additional annual leave	
	FT	PPT
4 to 10	1 day	0.2
11 to 17	2 days	0.4
18 to 24	3 days	0.6

25 to 34	4 days	0.8
35 or more	5 days	1 wk

Notation: The above leave is calculated on the following basis:

- (1) If thirty-five (35) ordinary shifts have been worked-one (1) week.
- (2) If less than thirty-five (35) ordinary shifts have been worked and the workers work forty (40) hours per week - proportionately calculated on the basis of forty (40) hours leave for thirty-five (35) such shifts worked.
- (3) If less than 35 thirty-five (35) ordinary shifts have been worked and the workers work less than forty (40) hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for thirty-five (35) such shifts worked.

The calculations referred to above shall be made to the nearest one-fifth (1/5th) of the ordinary hours worked, half or more than half of one-fifth (1/5th) being regarded as one-fifth (1/5th) and less than half being disregarded.

Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (a) Part-time and permanent part-time employees shall be paid an amount equivalent to the average of the value of their additional leave entitlements.
- (b) On termination of employment employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment, calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (i) of this clause.
- (iii) The employer shall give to each employee three (3) months' notice, where practicable, and not less than one (1) month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Employees are required to give no less than one (1) month's notice of date on which they intend to take annual leave.
- (v) Leave without pay may be taken in the event of a forced closedown. However, The Centre reserves the right to enforce that annual leave is taken within six (6) months of accrual as per the *Annual Holidays Act 1944*.

16. Annual Leave Loading

- (i) Employees shall be entitled to annual leave loading of 17.5% on four (4) weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties, whichever is the greater.
- (ii) A shift worker, as defined in clause 2, Definitions, of this award, shall be paid while on annual leave his/her ordinary pay plus shift allowances and weekend penalties calculated on the ordinary rate of pay they would have worked if they had not been on leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays, which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 14, Public Holidays, of this award.
- (iii) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.

- (iv) No annual leave loading will be paid when an employee terminates of their own accord and has no accrual. Where such an employee terminates of their own accord but has already accrued leave loading, payment for leave loading will be made.

17. Long Service Leave

- (i) Every employee, after ten (10) years continuous service with The Centre, shall be entitled to two (2) months leave of absence on full pay, and, for each additional five (5) years continuous service thereafter, to an additional two-and-one-half (2 ½) month's leave of absence on full pay.

Where the service of an employee with at least five (5) years' service is terminated by the employer for any reason other than the employees serious and wilful misconduct, or by the employee on account of illness, incapacity or pressing domestic necessity, or by reason of death of the employee, the employee shall be entitled for five (5) years service to one (1) month's long service leave on full pay and for service after five (5) years to a proportionate amount of such leave on full pay, calculated on the basis of two (2) months long service leave for ten (10) years' service.

- (ii) Where an employee has acquired a right to long service leave with pay under subclause (i) of this clause, then and in every such case:

If such employee dies before entering upon such extended leave or if, after having entered upon the same, he/she dies before its termination, his/her widow/widower or, in the case of a widower/widow leaving children, his/her children or their guardians or other dependent relative or their legal representative shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary the employee was receiving at the time of his/her death.

- (iii) For the purposes of this clause:

- (a) Continuous service prior to the coming into force of this award shall be taken into account.

- (b) One (1) month equals four and one-third (4 1/3) weeks.

- (c) Continuous service shall be deemed not to have been broken by:

- (1) any period of absence on leave without pay not exceeding six (6) months;

- (2) absence of an employee while a member of the defence forces of the Commonwealth in time of war;

- (3) any period of absence on unpaid maternity leave, but such period of absence shall not count as service.

- (iv) Where any employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.

- (v) Where an employee has acquired a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay, calculated by allowing seventy-six (76) ordinary hours of work for each year of service. Any unused leave shall remain to the employee's credit.

- (ii) All periods of absence due to sickness shall be certified to by a registered medical practitioner; provided, however, that The Centre may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive working days or where, in The Centre's opinion, the circumstances are such as not to warrant such requirement.
- (iii) The Centre shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven (7) days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (iv) The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by The Centre until the employee completes such three (3) months of employment, at which time the payment shall be made.
- (v) Each employee shall take all reasonably practicable steps to inform The Centre of his or her inability to attend for duty and, as far as possible, state the estimated duration of the absence.

Where practicable, such notice shall be given within twenty-four (24) hours of the commencement of such absence.

- (vi) Part-time and permanent part-time workers - these employees shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve (12) months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight (38) ordinary hours of one (1) week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (vii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to full pay on workers' compensation; provided, however, that where an employee is in receipt of compensation which is less than full pay an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid be reduced by the proportion of hours, which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (viii) If an award or public holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.

19. Compassionate Leave

- (i) An employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 20 (i) (c) (2), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iii) Bereavement leave may be taken in conjunction with other leave available under subclauses (Clause 20 (i), (ii), (iii), (iv) and (v)) in the said clause (Personal Carer's clause). In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (iv) An employee shall be entitled to compassionate leave where the employee is forced to be absent from duty because of unforeseen urgent pressing necessity, eg floods or bushfires, which prevent attendance for duty. Such leave shall be limited to the time necessary to cover the immediate emergency. The period of paid leave will be limited to one day on each occasion.
- (v) An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than The Centre, to make good, or absences of time in excess of that provided for in

subclauses (i) to (ii) above, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

20. State Personal/Carer's Leave

- (i) Use of Sick Leave
- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for by clause 18, Sick Leave, for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required:
- (1) establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being
- (A) a spouse of the employee, or
- (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
- (E) a relative of the employee who is a member of the same household where for the purposes of this paragraph:
- "relative" means a person related by blood, marriage or affinity
- "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other, and
- "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give The Centre notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify The Centre by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of The Centre, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) above who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.

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

(d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(iv) Time Off in Lieu of Payment for Overtime

(a) For the purpose of providing care and support for a person in accordance with subclause (i) of this clause, and the provision of clause 10, Overtime, the following provision shall apply.

(b) An employee may elect, with the consent of The Centre, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

(c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

(e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this award.

(v) Make-up Time

(a) An employee may elect, with the consent of The Centre, to work "make up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of The Centre, to work "make up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

(vi) Accumulated Days Off

- (a) An employee may elect, with the consent of The Centre, to take an accumulated day off at any time.
- (b) An employee may elect, with the consent of The Centre, to take accumulated days off in part day amounts.
- (c) An employee may elect, with the consent of The Centre, to accrue some or all accumulated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.

21. Jury Service

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by The Centre an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify The Centre as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give The Centre proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

22. Parental Leave

(i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

(ii)

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
- (b) Permanent employees are eligible for paid parental leave when they have completed at least three (3) years of continuous service.
- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:

(1) Paid Component of Parental Leave:

- (A) Paid Maternity Leave - an eligible employee is entitled to four weeks paid maternity leave at ordinary pay from the date the maternity leave commences. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay, which must commence within four weeks of the birth of the child (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)
- (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of four weeks from and including the date of taking custody of the child. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

- (D) Such leave may be paid:
- (i) on a normal fortnightly or monthly basis;
 - (ii) in advance in a lump sum for the first four (4) weeks of entitlement;
 - (iii) for the first four (4) weeks of entitlement at the rate of half pay over a period of eight (8) weeks on a regular fortnightly basis for maternity or adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

(2) Unpaid Component of Parental Leave:

- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than forty-eight (48) weeks.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three (3) weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
- (i) where the child is under the age of twelve (12) months - a period of not more than forty-eight (48) weeks from date of taking custody;
 - (ii) where the child is over the age of twelve (12) months - a period of up to forty-eight (48) weeks, such period to be agreed upon by both the employee and the employer.
 - (iii) an employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the three (3) years continuous service in order to qualify for a further period of maternity leave, unless:
 - (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or retirement or after her services have been otherwise dispensed with; or
 - (b) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness of injury compensable under the Workers' Compensation Act.
- (D) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (E) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody

of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- (F) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four (4) weeks' notice must be given, although an employer may accept less notice if convenient.
- (G) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (H) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (I) Except in the case of employees who have completed ten (10) years service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six (6) months.
- (J) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (K) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (L) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (M) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases four (4) weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (N) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (O) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- (P) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (Q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (R) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- (S) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked.

Employees who return to work under this arrangement will be paid a pro-rata amount of the additional four (4) weeks paid maternity or adoption leave at ordinary pay as set out in clause (ii) (c) (1) (A).

- (T) Where an employee becomes pregnant while on maternity leave, a further period of unpaid maternity leave shall be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

A permanent employee who has returned to work after parental leave, must complete at least one (1) year of continuous service prior to the expected date of birth or prior to the date of taking custody of the child before they can again become eligible for paid parental leave.

- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (iv) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

To assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only

refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clause 22 must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 22 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (v) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 22.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

23. Accommodation and Amenities

- (i) The minimum standards as set out in the Factories (Health and Safety) General Regulations, as at September 2001, made under the *Factories, Shops and Industries Act 1962* (as amended 1999, 2000 and 2001), shall be met in the provision of amenities to employees.

- (ii) Such amenities must include:

(a) a room to change in and locker facilities;

(b) meal room;

(c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;

(d) rest room;

(e) washing and bathing facilities; and

(f) sanitary conveniences.

Provided that, in community houses operated by The Centre, the provisions of paragraphs (a) and (b) of this subclause shall not apply.

24. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but, in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of The Centre and a union sub-branch officer where practicable, otherwise by any two officers appointed by The Centre for that purpose.

25. Award Display

A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996* and Regulations.

26. Notice Board

The employer shall supply and permit a notice board of reasonable dimensions to be erected in a prominent position, upon which The Association representatives shall be entitled to post Association notices.

27. Payment and Particulars of Wages

- (i) Wages shall be paid fortnightly, provided that for the payment of the adjustment of wages related to the alterations of the basic wage, from time to time effective, the pay period shall be deemed to be weekly.
- (ii) On each payday the pay shall be made up not more than three (3) days prior to the payday.
- (iii) Employees shall have their salary paid into an account with a bank or other financial institution, as nominated by the employee. The Centre shall deposit salaries in sufficient time to ensure that wages are available for withdrawal by employees no later than payday.
- (iv) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or who has been given the required notice of termination of employment, in accordance with clause 31, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment or, where the employee so requests, on the next ordinary pay day.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three (3) days thereafter.

- (v) On payday, each employee shall be provided with a pay slip, which specifies the following particulars:
 - (a) name and date of payment
 - (b) the period for which the payment is made
 - (c) the gross amount of wages, including overtime and other earnings
 - (d) the ordinary hourly rate
 - (e) amount in the benefits package (if appropriate)
 - (f) the amount paid as overtime, or such information as will enable the amount paid as overtime to be calculated by the employee
 - (g) the amount of other earnings and the purpose for which they are paid
 - (h) the amount deducted for taxation purposes

- (i) the particulars of all other deductions, and
 - (j) the net amount paid.
- (vi) In the case of an overpayment, The Centre will provide documentary evidence of the overpayment to the employee. Following confirmation of the overpayment and by mutual agreement between The Centre and employee, the employee will repay the overpayment in reasonable instalments over a reasonable period of time.

Remuneration Packaging

- (a) On or subsequent to the commencement of this award, all new employees commencing employment with The Centre and working a minimum twenty (20) hours a week, except those working shifts and casuals, will be required to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Centre shall ensure that the structure of the package complies with taxation and other relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Centre and employee
- (d) The configuration of the package will be selected by the employee from either a 30% or 40% option and shall remain in force for the period of the current award, namely, twenty-four (24) months.
- (e) The Centre will provide employees the option of either a quarterly or monthly statement, which will outline an opening balance, the full monthly allocated amount, any expense reimbursements made during the quarter or month and a closing balance.
- (f) Where at the end of the month, the full amount allocated to the benefits package has not been fully utilised, the unused amount will be carried forward to the next month and continues to accrue until used by the employee. However, employees will not be allowed to carry forward any unused amount from one Fringe Benefits Taxation (FBT) year to another and must ensure that any unused amount is used by no later than 30 March each year.
- (g) In the event that The Centre ceases to attract exemption from Fringe Benefits Taxation (FBT), The Centre undertakes to pay the amount of the benefit as salary, ie the gross equivalent salary.
- (h) In the case of voluntary or involuntary termination from The Centre, the employee may receive any outstanding benefits in cash, but this will be subject to full taxation.
- (i) An employee may consult with The Association or another body prior to signing a remuneration package agreement as described in (c).
- (j) Notwithstanding any of the above arrangements, employees working at The Centre prior to the commencement of this award, may cancel any packaging arrangements by the giving of one (1) months' notice in writing or the employer may give the employee two (2) months written notice.

28. Occupational Health and Safety

- (i) The Centre is responsible for taking all reasonable and practical action to achieve and maintain a performance level, which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000* and subsequent revisions and all variations thereof.

All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:

- (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or

- (b) identify, measure and control to safe levels any risks/hazards in the workplace capable of causing ill health;
 - (c) promote the good health and welfare of employees;
 - (d) report any perceived hazard to the immediate supervisor;
 - (e) report any work related injury, to their supervisor;
 - (f) wear any safety clothing, footwear, equipment issued and specified for the job; and
 - (g) adhere to all The Centre's rehabilitation plans and policies
- (ii)
- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied and laundered, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by The Centre, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such a uniform or part thereof
 - (b) An employee, on leaving the service of The Centre, shall return any uniform or part thereof supplied by The Centre, which is still in use by that employee immediately prior to leaving.
 - (c) The employee shall keep such uniform in a reasonable and presentable condition.
- (iii) Each employee whose duties require him/her to work out of doors or to assist with showering of consumers shall be supplied with over boots or similar protective footwear. Appropriate raincoats shall also be made available for use by these employees.
- (iv) Each employee whose duties require him/her to work in potentially hazardous situations with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (v) The Centre's management is committed to the continuous monitoring and upgrading of its Occupational Health and Safety Policy to ensure the highest standards are met.

The Centre shall, where appropriate:

- (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control;
- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies; and
- (c) implement an appropriate consultative structure that meets all of their legal requirements.

29. Disputes

- (i) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled by agreement shall be submitted to a committee consisting of not more than four (4) members, two (2) of whom shall be appointed by The Centre and two (2) by The Association.

Such committee shall have the power to investigate all matters in dispute and to report to the employer and The Association, respectively, with such recommendations as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

- (ii) This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

30. Association Representative

An employee appointed Association representative shall upon notification thereof to The Centre, be recognised as the accredited representative of The Association and shall be allowed reasonable time during working hours to interview the employer on matters affecting employees and to discuss such matters with the members of The Association.

31. Termination of Employment

- (i) Employment may be terminated by either party by the giving of two (2) weeks' notice. In lieu of such notice, The Centre may pay two (2) weeks' wages or the employee may forfeit two (2) week's wages in lieu of such notice.
- (ii) Casual employment may be terminated by either party by the giving of one (1) hours' notice.
- (iii) Except as provided in subclauses (i) and (ii) of this clause, The Centre must not terminate an employee's employment unless:
 - (a) the employee has been given either the period of notice required by this subclause, or payment instead of notice;
 - (b) the employee is guilty of serious and wilful misconduct; or
 - (c) has breached any condition of employment so specified.
- (iv) In the event of The Centre paying out a worker two (2) weeks in lieu of notice, the amount of compensation due must equal the total that the worker would have received had they not been paid out in lieu of notice. This must include:
 - (a) the employees ordinary hours they would have worked according to their roster;
 - (b) any allowances, loadings or penalties they would have been paid according to their roster; and
 - (c) any other payments under their contract of employment
- (v) Employees with a credit of time towards an allocated day off duty shall be paid for such accrual upon termination.
- (vi) An employee with more than two (2) months' service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee.

32. On Call Allowance

On call rostering arrangements shall be determined in consultation with the affected employees and having regard to the availability and training of employees placed on the on call roster. Arrangements shall also take regard to the particular local geographic concerns and travelling distances required. Wherever possible, employees will be rostered to be on call no more than every six (6) to eight (8) weeks or more often by mutual agreement between the employee and The Centre.

The Centre will pay an allowance to employees required to be on call for the purposes of emergency. An employee required to be on call in accordance with this clause shall be paid an allowance as set out in Item 4 of Table 3, Allowances Table. An employee who is required to be on call on a public holiday or their rostered day off shall be paid double the on call allowance.

In regards to filling vacant emergency shifts, an on call employee must first refer to permanent part-time employees. If none are available to fill the vacant emergency shift, then casual employees followed by agency staff must be considered. If all three (3) categories of employees are unavailable to fill the vacant emergency shift, the on call employee themselves can then fill the shift. However if, by filling the vacant emergency shift, the on call employee will be claiming overtime, they must seek approval from their manager before they themselves fill the shift.

Those employees required to be on call who, when on call, need to deal with issues by telephone, will receive a Disturbance Allowance paid in 15 minute intervals as per Part C - Monetary Rates, Table 3. Those employees required to be on call outside their normal on call roster who, when on call, need to deal with issues by telephone, will receive a Disturbance Allowance of one (1) hour, as per Part C - Monetary Rates, Table 3, for all time worked up to one (1) hour.

See also clause 2, Definitions - "Supervisors".

33. Part-Time Employees (Pre-1 August 1998)

(i) Part-Time Employees

- (a) For the purposes of this clause, a part-time employee shall mean one especially engaged as such and whose hours may vary in accordance with subclause (b).
- (b) An employee may be engaged as a part-time employee if they work a number of hours where these are not less than twelve (12) rostered hours per week, and not more than thirty-two (32) hours in any week, with a minimum start of three (3) hours. Notwithstanding this, in low support houses, those with individualised funding arrangements and attendant care houses, the minimum start may be two (2) hours.
- (c) Where such employees are rostered for more than thirty-two (32) hours in any week, they shall be paid as a full-time employee, and be paid at overtime rates for all hours worked in excess of thirty-eight (38).
- (d) With respect to employees employed as part-time employees, the provisions of clause 9, Relieving Other Members of Staff, and subclauses (ii), (iii) and (iv) of clause 10, Overtime, shall not apply.

(ii) Community Access Service

- (a) Part-time employees working in a Community Access Service shall be paid for the actual number of hours worked each week an amount of wages which bears the same proportion to the wages prescribed in clause 3, Salaries and Wages, plus a loading of 15% which shall be the ordinary rate for this award as the hours bear to thirty-eight (38).
- (b) Part-time employees working in a Community Access Service, who are required to work on Saturdays, Sundays or public holidays shall, in lieu of all other shift allowances or part-time allowances, have the following allowances paid for such work:
 - (1) for work between midnight Friday to midnight Saturday, an allowance of 50%;
 - (2) for work between midnight Saturday and midnight Sunday, an allowance of 75 %;
 - (3) for work on a public holiday, an allowance of 150 %.

(iii) Venue Burges Attendants, Venue Burges Co-ordinators and Community House Workers

- (a) Shall be paid the following allowances:
 - (1) for all time worked, a loading of 25% to the rates prescribed in clause 3, Salaries and Wages, which shall be the ordinary rate for the purposes of the award. This allowance shall form part of the rate of pay and is in lieu of shift allowances and weekend penalties.
 - (2) for all time worked on a Public Holiday an allowance of 150% shall be paid in lieu of the 25% loading referred to in subparagraph (1) of this paragraph.

34. Emergency Telephone Calls

An employee required to answer emergency telephone calls outside ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone calls on production of receipted accounts. Provided that, where an employee is required to answer out-of-hours telephone calls on a relief basis, he/she shall be paid one-twelfth (1/12th) of his/her yearly telephone rental for each month or part thereof he/she is so employed.

35. Incidental Expenses

Where the provision of care to The Centre's clients involves the expenditure of money to enable the employee to accompany the client or clients on normalisation activities (such as outings, excursions, etc.), then The Centre shall pay in full all expenses incurred by the employee. The Centre shall authorise (or otherwise) the employee(s) accompanying the clients prior to the occurrence of the activity, wherever possible. Where practicable, The Centre shall pay the employee such expenses prior to the occurrence of the activity.

36. Training Conditions

- (i) The trainee shall attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the relevant NSW Training Authority in accredited and relevant traineeship schemes.
- (ii) A traineeship shall not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority provided that, if the traineeship agreement is not in a standard format, a traineeship shall not commence until the traineeship agreement has been registered with the relevant NSW Training Authority. The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- (iii) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (iv) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and training records or workbooks may be utilised as part of this monitoring process.
- (v) Training shall be directed at
 - (a) the achievement of key competencies required for successful participation in the workplace.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (b) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards, these will define these competencies).

37. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under twenty-one (21) years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notations:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

38. Redundancy Provisions

- (i) Introduction of Change
 - (a) Centre's duty to notify -
 - (1) Where The Centre has made a definite decision to introduce changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, The Centre shall notify the employees who may be affected by the proposed changes and The Association.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of The Centre's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the reduction of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 - (b) Centre's duty to discuss change -
 - (1) The Centre shall discuss with the employees affected and The Association, inter alia, the introduction of the changes referred to in subclause (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such

changes on employees, and shall give prompt consideration to matters raised by the employees and/or The Association in relation to the changes.

- (2) The discussions shall commence as early as practicable after a definite decision has been made by The Centre to make the changes referred to in subclause (a) of this clause.
- (3) For the purpose of such discussions, The Centre shall provide to the employees concerned and The Association all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Any information which The Centre believes could adversely affect them shall remain confidential to the parties.

(ii) Redundancy

Discussions Before Terminations

- (a) Where The Centre has made a definite decision that The Centre no longer wishes the job which the employee has been doing to be done by anyone and that decision may lead to termination of the employee's employment The Centre shall hold discussions with the employees directly affected and with The Association.
- (b) The discussions shall take place as soon as is practicable after The Centre has made a definite decision which will invoke the provisions of subclause (a), and, in any case, prior to the period of notice required by subclause (iii), Termination of Employment. These discussions shall cover, inter alia, any reasons for the proposed terminations, reductions of hours of work, and/or transfers to lower paid duties, measures to avoid or minimise the terminations, reductions of hours of work, and/or transfers to lower paid duties and measures to mitigate any adverse effects of any terminations, reductions of hours of work and/or transfers to lower paid duties, on the employees concerned.
- (c) For the purposes of the discussions The Centre shall, as soon as practicable, and, in any case, prior to the period of notice required by subclause (iii), Termination of Employment, provide to the employees concerned and to The Association, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Any information, which The Centre believes could adversely affect them, shall remain confidential to the parties.

(iii) Termination of Employment

- (a) Notice for changes in production, programme, organisation or structure - This subclause sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by The Centre in circumstances where The Centre no longer wishes the job the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, programme, organisation or structure in accordance with paragraph (1) of subclause (a) of subclause (i), Introduction of Change.

- (1) The Centre shall not terminate the employment of an employee unless The Centre has given to the employee at least the following minimum periods of notice:

Period of Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over forty-five (45) years of age at the time of the giving of the notice, with not less than two (2) years service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the other part of the period of such notice.
- (b) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations or proposed terminations by The Centre for reasons arising from technology in accordance with paragraph (1) of subclause (a) of the said subclause (i).
 - (1) The Centre shall not terminate the employment of an employee unless The Centre has given to the employee at least three months' notice of termination.
 - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the other part of the period of such notice.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with The Centre for the purposes of the Long Service Leave Act, the Annual Holidays Act, or any Act amending or replacing either of these Acts and for all purposes of the parent award, whether or not that period of notice is actually given.
- (c) Time off during the notice period -
 - (1) During the period of notice of termination given by The Centre, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if The Centre requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so the employee shall not be entitled to receive payment for such time that he/she is absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments to which he/she would have been entitled had the employee remained with The Centre until the expiry of such notice.
- (e) Statement of Employment - The Centre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate the employment of employee(s), The Centre shall notify The Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The Centre shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to lower-paid duties - Where The Centre transfers an employee to lower-paid duties for any reason including the reasons set out in subclause (a) of subclause (i), Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee had not been transferred to lower paid duties and the employee's employment had been terminated, and The Centre may, at The Centre's option, make payment in lieu thereof of an amount equal to the difference between the former gross all-purpose rate of pay and the new gross all-purpose rate of pay for the number of weeks of notice still owing.

- (i) The Centre will offer affected employees support, including counselling and assistance with letter and resume writing.

(iv) Retrenchment Pay

Where the employment of an employee is to be terminated The Centre shall pay, in addition to all other payments due to that employee, the following retrenchment pay in respect of the following periods of service:

- (a) Where the employee is under forty-five (45) years of age, The Centre shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Severance Pay
Less than 1 year	0 weeks pay
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 14 years	16 weeks pay
14 years and less than 15 years	17 weeks pay
15 years and over	18 weeks pay

- (b) Where the employee is forty-five (45) years of age or over, The Centre shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Severance Pay
Less than 1 year	0 weeks pay
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 14 years	20 weeks pay
14 years and less than 15 years	21.25 weeks pay
15 years and over	22.5 weeks pay.

- (c) "Week's pay" means the gross all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift allowances and penalties and any other allowances paid in accordance with the rates prescribed in Part C of this award.

(v) Redeployment

The Centre will, to the maximum extent possible, avoid terminating employees in situations where employee numbers are in excess of requirements.

In situations where a service is to be closed down or moved to another site, etc., which may result in redundancies, the following procedures are to apply:

- (a) Existing employees have absolute preference for any suitable vacant position within The Centre. In this regard, staff will be transferred without having gone through the usual interview process.
- (b) In the event that The Centre requires additional staff or additional staff-hours in the period starting with the time when The Centre has made a definite decision to introduce changes as referred to in subclause (i), Introduction of Change and ending at the end of the notice period referred to in subclause (iii), Termination of Employment, The Centre is to give absolute preference of employment for such additional positions or additional hours to those employees

who have been, or who are to be retrenched, or whose hours of work have been, or are to be reduced, where the employee is competent to perform the work.

- (c) The Centre will make every effort to maintain the affected employee's earnings.
- (d) The Centre's Staff Training Department will develop an appropriate training package for affected employees.

(vi) Alternative Employment

- (a) Where The Centre obtains alternative employment for an employee which is acceptable to the employee and where such alternative employment does not involve any reduction in ordinary hours of work nor any reduction in rates of pay (provided that where any reduction in ordinary hours of work is balanced by an increase in the rates of pay and provided that where any reduction in rates of pay is balanced by an increase in the hours of work, such that the all-purpose weekly rate of pay of the alternative employment is no less than that of the former position) nor any reduction in award entitlements nor any interruption to the continuity of employment nor any interruption to the continuity of service including for long service leave purposes, and the award entitlements of the employee continue as if there were no change from the former employment and where this is confirmed in writing by the employer employing the employee on the alternative employment to the employee concerned, then the severance payments outlined in subclause (iv), Retrenchment Pay, do not apply.
- (b) Reduction of hours - Where The Centre obtains alternative employment for the employee which involves a reduction in the employee's hours of work, the employee shall be entitled to the same retrenchment pay as set out in subclause (iv), Retrenchment Pay, with respect to the difference between the gross all-purpose rate of pay for the former specified number of weekly hours or the former average number of weekly hours worked, whichever is the greater, and the gross all-purpose rate of pay for the new specified number of weekly hours.
- (c) Transfer to lower paid duties - Where The Centre obtains alternative employment for the employee which involves a transfer to lower paid duties, the employee shall be entitled to the same retrenchment pay as set out in subclause (iv), Retrenchment Pay, with respect to the difference between the former gross all-purpose rate of pay and the new gross all-purpose rate of pay.

(vii) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions, which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between The Association and The Centre.

39. Superannuation

(i) Definitions:

"Approved fund" for the purposes of this clause shall mean:

- (a) The Spastic Centre Occupational Superannuation Fund (S.C.O.S.F.) established and governed by a Trust Deed dated 27 June 1986, as may be amended from time to time, and includes any superannuation scheme, which may be made in succession thereto.
- (b) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established by a Trust Deed dated 3 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
- (c) Any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act* 1996 (the 1996 Act).

"Complying regulated fund" means a superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993*, and has been issued with a Certificate of Compliance by the Insurance and Superannuation Commission.

"Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary time rate of pay, including, where applicable, the following:

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Any percentage addition payable to part time and/or casual employees for ordinary hours of work;
- (d) Ordinary time award allowances (not including expense related allowance) as prescribed by this award.
- (e) Over award payments for ordinary hours of work.

Note: "Ordinary time earnings" does not include:

Annual Leave loading, including shift penalties in lieu of loading;
Public holiday loadings;
Payment for public holidays not worked;
Overtime;
Any expense related allowances, including, but not limited to uniform and laundry allowances;
Workers compensation;
Periods of leave without pay;
Unpaid maternity leave; and
Redundancy payments.

"Qualified employee" means:

- (a) A full-time, part-time or permanent part-time employee who has completed at least four (4) weeks service. Provided that once this period has elapsed, payment in accordance with subclause (iii), contributions shall be made for the entire period of service with the employer.
- (b) A casual employee who has been employed for a minimum of 152 hours during their employment during the course of any one (1) year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified. Once qualified, payment shall; be made for the entire service with the employer.

(ii) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1993*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

(iii) Contributions

- (a) The employer shall make, in respect of qualified employees, superannuation contributions of 3% of ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis.

- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of him/her shall be paid, subject to employer approval of the fund nominated by the employee. Provided that, the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (iv) Salary Sacrifice To Superannuation
- (a) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
 - (b) Salary sacrifice to superannuation shall be offered to employees and taken up by mutual agreement between the employee and The Centre.
 - (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
 - (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is twelve (12) months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
 - (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
 - (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
 - (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken while employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary amount.
 - (h) Salary sacrifice arrangements can be cancelled by either The Centre or employee at any time provided either party gives one months notice. The Centre has the right to withdraw from offering salary sacrifice to employees if there is any alteration to relevant Australian taxation legislation and The Centre's notice to withdraw from offering salary sacrifice to an employee will be consistent with the notice given by the Australian Taxation Office to The Centre.
 - (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation (SGL) shall be calculated by reference to the salary, which would have applied to the employee under the award in the absence of any salary sacrifice.
 - (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
 - (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGL contributions.
 - (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

40. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

41. Area, Incidence and Duration

This award rescinds and replaces The Spastic Centre of New South Wales Enterprise (State) Award published 7 November 2003 (341 I.G. 1945), and all variations thereof.

This award shall apply to all employees within the jurisdiction of the Spastic Centre of New South Wales Employees' (State) Industrial Committee who come within the Constitution Rule of The Health Services Union and employees of the Spastic Centre of New South Wales who are employees with a disability.

The Award shall commence on 24 March 2006 and shall remain in effect for three years.

PART B

CARE SERVICES JOB FAMILY MATRIX

	B (AQF 1)	C (AQF 2)
Organisation Knowledge	Gains an understanding of roles of sections dealt with during the course of work. Develops knowledge of community access and care services functions that impact on their work.	Has a general understanding of the mission and values of The Centre. General knowledge of community access and care services functions and a detailed knowledge of relevant service delivery roles.
Client Knowledge/ Disability Awareness	Undertakes care services communication under regular supervision. Follows specific, detailed instructions when interacting with clients. Develops the understanding that each client has specific needs.	Undertakes care services liaison and communication with clients during problem resolution. Develops a basic understanding of the range of access requirements and an understanding of the client's unique needs.
Care Services/Community Access	Adheres to Disability Service Standards in assisting clients. Develops the capacity to assist clients. Under regular supervision, assists in providing personal care services to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medication under guidance.	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Provides personal care services to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medications under guidance. Assists in organising outings.
Leadership/Teamwork/ Learning & Development	Work is regularly supervised. Follows specific detailed instructions. Works with team members. Learns how to share gained knowledge. Is motivated to, and develops the capacity to apply a sustained disciplined approach to maintaining a high level of care for clients.	Works under general supervision. Works collaboratively with team members. Shares gained knowledge. Guides and checks the work of less experienced team members. Identifies areas where basic development is needed in respect to interaction with clients eg, interpersonal skills. Uses coaching skills to provide guidance. Shows by example a high level of motivation and sustained discipline to provide high level care to clients. Ability to work across all service sites according to operational need.
Interpersonal Skills/ Communication	Takes enquiries over the phone and/or obtains basic facts. Understands basic instructions. Contacts members in other sections. Is courteous to others.	Interacts with people via the use of documentation to give or receive straightforward facts. Deals with routine enquiries from other sections within the business unit. Minimises conflict at work. Assists with liaising with professionals and customers regarding specific services.

Problem Solving/ Decision Making	Develops the capacity to recognise non-conformance in area of work. Reports non-conformance to team leader. Learns how to solve problems based on set procedures or factual information. Learns how to identify and resolve most existing and potential problems. Develops the capacity to follow manuals and other documentation to assist in problem resolution.	Solves related problems in work area using problem solving techniques that go beyond set procedures, requiring minor analysis and investigation. Identifies and resolves most problems. Varies own work schedule contacting supervisor only to seek specialised help or notify progress or work.
Legislation/Standards	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Works under regular supervision. Learns to identify service delivery variations by matching actions against quality standards in own work area.	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Identifies service delivery variations by matching actions against quality standards in own work area.
Qualifications/Experience	Some high school. First aid certificate. Manual class "c" drivers licence.	Year 10/TAFE Certificate II in Welfare Studies or equivalent experience.
	D (AQF 3)	E (AQF 4)
Organisation Knowledge	Has a general understanding of the mission and values of The Centre. General knowledge of functions of departments and sections of The Centre, and of customer requirements.	Has a good understanding of the mission and values of The Centre. Knowledge of related work in other departments, sections, and outside organisations and key other areas.
Client Knowledge/ Disability Awareness	Undertakes the more difficult service delivery liaison/communication with clients during problem resolution. Basic understanding of the range of access requirements and an understanding of the client's unique needs. Suggests alternative service delivery solutions.	Undertakes service delivery liaison/communication with clients during complex problem resolution involving multiple service delivery methods. Good understanding of the range of access requirements and an understanding of the client's unique needs. Suggests alternatives.
Care Services/ Community Access	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Provides personal care to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medications. Organises outings after approval. Assists in developing service delivery programs.	Adheres to Disability Service Standards. Assists clients with needs that require carers to be highly experienced over a number of years. Adheres to duty of care and procedural fairness principles. Administers medications. Assists in providing non-complex education opportunities for clients. Supports client's access to community services. Presents a positive image of clients in the community. Gathers and disseminates information about community. Assists in researching and developing programs. Facilitates client involvement in aspects of service delivery and policy development. Facilitates guest speakers, visitors and trainers.

Leadership/Teamwork/ Learning & Development	Works collaboratively with team members. Identifies areas of change for team improvements. Shows by example a high level of motivation and sustained discipline to provide high level care for clients. Assists with identifying learning needs of team members. Provides coaching and feedback. Identifies areas for self, and others, where development would assist providers to be more effective with clients.	Works collaboratively with team members and has contact with other departments representing the team ensuring resolution of all service delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level care for clients. Identifies learning needs of team members. Provides coaching and feedback. Assists with the preparation of formal learning in respect to practical care techniques. Identifies areas where carers might benefit from further development.
Interpersonal Skills/ Communication	Interacts with people via the use of documentation to give or receive straightforward facts. Deals with non-routine enquire from other sections within the business unit. Able to resolve conflict with assistance.	Contacts other departments within The Centre on non-routine matters and outside organisations on routine matters Able to resolve conflicts without assistance.
Problem Solving/ Decision Making	Identifies and resolves related problems in the area where work is currently being performed(which may be outside the usual place of work)using problem solving techniques that go beyond set procedures, requiring analysis and investigation and amendments to documentation.	Understands and interprets complicated guidelines/procedures. Resolves problems requiring the practical application of theory. Varies own schedule, contacting senior staff only to seek specialised help or notify progress or work.
Legislation/ Standards	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Adheres to detailed and precise service delivery procedures and standards. Evaluates own work to ensure standards are met. Suggests changes to improve quality in own work area and makes agreed changes.	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Adheres to detailed and precise service delivery procedures and standards. Understands and interprets complicated quality standards which require interpretation or understanding of variations.
Qualifications/Experience	Knowledge and experience is equivalent to Certificate III in Welfare Studies.	HSC equivalent. Product/services knowledge and experience is equivalent to very skilled trade and/ or Certificate IV in Welfare Studies.
Organisation Knowledge	Has a good understanding of the mission and values of The Centre. Detailed knowledge of centre. General knowledge of customer and supplier organisations.	Has a comprehensive understanding of the mission and values of The Centre including historical context. Significant knowledge of the strategies, objectives and operations of The Centre.
Client Knowledge/ Disability Awareness	Undertakes a variety of complex service delivery liaison/ communication with clients in respect to problem resolutions	Ensure effective service delivery liaison and communication with clients in respect to the full range of problem resolutions involving
	involving multiple service delivery methods. Sound working knowledge	multiple service delivery methods. Sound working knowledge of the

	of the range of access requirements and an understanding of the client's unique needs. Suggests alternatives.	range of access requirements and ensures that the unique needs of clients are understood.
Care Services/ Community Access	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Assists in providing complex education opportunities for clients. Supports clients' access to community services. Presents and supports a positive image of clients in the community. Gathers and disseminates information about community facilities to clients and community educators. Assists with the research, development and evaluation of programs. Facilitates guest speakers, visitors and trainers. Administers medications. Assists with ensuring all staff follow medication procedures.	Ensures adherence to Disability Service Standards. Ensures duty of care and procedural fairness principles are observed. Ensures clients' personal care needs are met and they have access to community services. Presents and supports a positive image of clients. Ensures effective education assistance is provided. Ensures information about community facilities is available to clients and community educators. Ensures clients are involved in all aspects of service delivery and policy the development. Invites and ensures the facilitation of guest speakers, visitors and trainers to the service. Performs formal medication assessments.
Leadership/ Teamwork/ Learning & Development	Assists with the formal supervision and learning of less experienced team members. Assists in prioritising others work. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level care for clients. Assists with gauging the effectiveness of team members and may participate in organising the allocation of care services staff. Participates in providing solutions to problems associated with specific areas of responsibility. Identifies learning and development needs of team members required to assist clients. Allocates time and provides opportunities for learning and development. Assists with the development of practical formal learning & development opportunities.	Provides formal operations supervision of a team of care services staff. Care services staff may be in a number of different work areas, requiring motivation, sustained and disciplined approach to care, monitoring and coordination to achieve service outcomes. Provides solutions to problems associated with specific areas of responsibility. Ensures learning and development needs of team members are identified. Ensures time and resources are available for learning and development. Observes team members' work, assesses performance and evaluates team members' knowledge of relevant techniques and legislation and TSC requirements.
	F (AQF 5)(con't)	G (AQF 6)(con't)
Interpersonal Skills/ Communication	Deals regularly with correspondence or inquires from professional firms and senior managers of external organisations. Can assist others to resolve conflict. Effectively collaborates with other areas.	Drafts letters/reports on complicated issues where some liaison with other departments is involved. Prepares complex management reports. Effectively handles complex, sensitive inquires from a range of people including professionals. Is an effective management team member.
Problem Solving/ Decision Making	Provides a reference point based on years of experience. Advice and assistance is provided for using precedent and knowledge of past complex issues.	Provides problem-solving services on a wide range of issues. Applies advanced problem solving and decision making tools.

Legislation/ Standards	Adheres quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Recommends changes to quality procedures and standards that impact across other work areas.	Ensures adherence to quality standards and all relevant government legislation eg, OH&S, <i>Disability Services Act</i> , Disability Service Standards. Recommends changes to procedures and standards that impact across other work areas.
Qualifications/Experience	Equivalent to Tertiary certificate eg, Associate Diploma requiring knowledge of theoretical principles.	Equivalent to higher Diploma or three (3) year Degree or equivalent.

PART C

MONETARY RATES

Table 1 - Salary Rates - Unpackaged Employees

	Current Award Rate	Proposed Award Rate 01/07/2006 3.5 % Increase	Proposed Award Rate 01/07/2007 3.5 % Increase	Proposed Award Rate 01/07/2008 3.5% Increase
DIRECT CARE POSITIONS				
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator ,. Recreation Staff & Assistant House Mgr)				
Matrix Level B	14.9350	15.4577	15.9987	16.5586
Matrix Level C	15.6148	16.1613	16.7269	17.3123
Matrix Level C +	16.2740	16.8435	17.4330	18.0431
Matrix Level D	17.2525	17.8563	18.4812	19.1280
Matrix Level E	18.4370	19.0822	19.7500	20.4412
Matrix Level F	20.4970	21.2113	21.9536	22.7219
Matrix Level G	21.1665	21.9073	22.6740	23.4675
OTHER POSITIONS				
Medical Aide on Appointment	17.2525	17.8563	18.4812	19.1280
Medical Aide after 1 year	18.1486	18.7838	19.4412	20.1216
Laundry Attendant/Cleaner	14.8835	15.4044	15.9435	16.5015
Handyman/Gardener	17.2525	17.8563	18.4812	19.1280
Driver	16.1710	16.7369	17.3226	17.9288
Keyworker Level 3*	18.2310	18.8690	19.5294	20.2129
Keyworker Level 4*	19.1065	19.7752	20.4673	21.1836
Keyworker Level 5*	20.3013	21.0118	21.7472	22.5083
Keyworker Level 6*	21.3828	22.1311	22.9056	23.7072
Keyworker Level 7*	22.6497	23.4424	24.2628	25.1119
* (Includes Community Support Worker)				
Clerk Grade 1	15.16	15.69	16.23	16.79
Clerk Grade 2	16.20	16.76	17.34	17.94
Clerk Grade 3	17.28	17.88	18.50	19.14

Clerk Grade 4	18.16	18.79	19.44	20.12
Clerk Grade 5	19.15	19.82	20.51	21.22

Table 2 - Salary Rates - New Packaged Employees

	Current Award Rate	Proposed Award Rate 01/07/2006	Estimated Benefit Increase From Packaging 01/07/2006		Proposed Award Rate 01/07/2007	Proposed Award Rate 01/07/2008
			From	To		
DIRECT CARE POSITIONS		3.5% Increase			3.5% Increase	3.5% Increase
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator, Recreation Staff & Assistant House Mgr)						
Matrix Level B	14.9350	15.4577	9.6%	13.7%	15.9987	16.5586
Matrix Level C	15.6148	16.1613	10.2%	13.6%	16.7269	17.3123
Matrix Level C +	16.2740	16.8435	9.9%	13.3%	17.4330	18.0431
Matrix Level D	17.2525	17.8563	9.6%	13.5%	18.4812	19.1280
Matrix Level E	18.4370	19.0822	10.6%	13.7%	19.7500	20.4412
Matrix Level F	20.4970	21.2113	12.9%	13.4%	21.9536	22.7219
Matrix Level G	21.1665	21.9073	11.9%	13.6%	22.6740	23.4675
OTHER POSITIONS						
Medical Aide on Appointment	17.2525	17.8563	9.7%	13.6%	18.4812	19.1280
Medical Aide after 1 year	18.1486	18.7838	10.8%	13.6%	19.4412	20.1216
Laundry Attendant/Cleaner	14.8835	15.4044	9.5%	13.8%	15.9435	16.5015
Handyman/Gardener	17.2525	17.8563	9.6%	13.6%	18.4812	19.1280
Driver	16.1710	16.7369	10%	13.2%	17.3226	17.9288
Keyworker Level 3*	18.2310	18.8690	10.4%	13.3%	19.5294	20.2129
Keyworker Level 4*	19.1065	19.7752	10.8%	12.8%	20.4673	21.1836
Keyworker Level 5*	20.3013	21.0118	11.5%	12.4%	21.7472	22.5083
Keyworker Level 6*	21.3828	22.1311	12.1%	13.4%	22.9056	23.7072
Keyworker Level 7*	22.6497	23.4424	11.4%	13.4%	24.2628	25.1119
*(Includes Community Support Worker)						
Clerk Grade 1	15.16	15.69	9.7%	13.7%	16.23	16.79
Clerk Grade 2	16.20	16.76	9.9%	13.3%	17.34	17.94
Clerk Grade 3	17.28	17.88	9.6%	13.5%	18.50	19.14
Clerk Grade 4	18.16	18.79	10.8%	13.6%	19.44	20.12
Clerk Grade 5	19.15	19.82	10.8%	12.7%	20.51	21.22

Table 3 - Salary Rates - Existing Packaged Staff

	Current Gross Equiv Rate (40%)	Proposed Award Rate 01/07/2006	Estimated Increase On Gross Equiv RATE (Column 1)		Proposed Award Rate 01/07/2007	Proposed Award Rate 01/07/2008
			From	To		
DIRECT CARE POSITIONS		3.5% Increase			3.5% Increase	3.5% Increase
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator, Recreation Staff & Assistant House Mgr)						
Matrix Level B	15.6818	15.4577	4.4%	8.3%	15.9987	16.5586
Matrix Level C	16.3955	16.1613	5%	8%	16.7269	17.3123
Matrix Level C +	17.0877	16.8435	4.7%	7.9%	17.4330	18.0431
Matrix Level D	18.1151	17.8563	4.4%	8.1%	18.4812	19.1280
Matrix Level E	19.3589	19.0822	5.3%	8.3%	19.7500	20.4412
Matrix Level F	22.3544	21.2113	6.8%	8%	21.9536	22.7219
Matrix Level G	23.3808	21.9073	6.5%	8.2%	22.6740	23.4675
OTHER POSITIONS						
Medical Aide on Appointment	18.1151	17.8563	4.5%	8%	18.4812	19.1280
Medical Aide after 1 year	19.0560	18.7838	5.5%	8%	19.4412	20.1216
Laundry Attendant/Cleaner	15.6277	15.4044	4.4%	8.4%	15.9435	16.5015
Handyman/Gardener	18.1151	17.8563	4.4%	8.1%	18.4812	19.1280
Driver	16.9796	16.7369	4.8%	8.1%	17.3226	17.9288
Keyworker Level 3*	19.1426	18.8690	4.8%	8.2%	19.5294	20.2129
Keyworker Level 4*	20.0618	19.7752	5.5%	8.2%	20.4673	21.1836
Keyworker Level 5*	21.3164	21.0118	5.8%	8%	21.7472	22.5083
Keyworker Level 6*	22.4519	22.1311	6.5%	8.2%	22.9056	23.7072
Keyworker Level 7*	23.7822	23.4424	6.8%	8.1%	24.2628	25.1119
*(Includes Community Support Worker)						
Children's Respite Services Assistant Respite Manager*	23.3808	24.1991	3.5%	3.5%	25.0460	25.9226
Respite Manager*	27.0992	28.0476	3.5%	3.5%	29.0292	30.0452
Clerk Grade 1	15.46	15.69	7.7%	11.7%	16.23%	16.79
Clerk Grade 2	16.52	16.76	7.9%	11.3%	17.34	17.94
Clerk Grade 3	17.62	17.88	7.6%	11.5%	18.50	19.14
Clerk Grade 4	18.15	18.79	8.8%	11.6%	19.44	20.12
Clerk Grade 5	19.52	19.82	8.8%	10.7%	20.51	21.22

Table 4 -Allowances Table (2006-2009)

Item No.	Allowances Description	New Rate	From 1.7.08
1	Travel (per klm)	As per the current ATO rates	As per the current ATO rates
2	Broken Shift	\$7.20	\$7.40
3	Sleepover (per shift) - Monday to Thursday nights	\$49.00	\$50.50
4	Sleepover (per shift) - Friday night (+50%)	\$73.50	\$75.75
5	Sleepover (per shift) - Saturday night (+75%)	\$85.75	\$88.38
6	On Call (for 24 hr period), per site	\$5	\$5.50
7	Disturbance Allowance (per 15 minutes)	\$7.50	\$7.75
8	Disturbance Allowance (1 hour)	\$30.00	\$31.00
9	Staff accompanying clients on approved holidays/recreation (per hour, Monday to Friday)	\$19.00	\$19.60
10	Staff accompanying clients on approved holidays/recreation (per hour, Saturday and Sunday)	\$26.00	\$26.80

Note: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of **clause 44c, of Schedule 4** of the *Industrial Relations Act 1996*.

R. P. BOLAND J

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