

**ABLE AUSTRALIA
(TASMANIA) UNION
COLLECTIVE AGREEMENT
2024 - 2026**

PART A – PRELIMINARY

1. TITLE

This Agreement will be referred to as the **Able Australia (Tasmania) Union Collective Agreement 2024 – 2026**.

2. ARRANGEMENT

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3. SCOPE OF AGREEMENT

This agreement will apply to the employer in respect of the employment by the employer of employees whose classifications appear in this Agreement. This agreement does not apply to any employees engaged in providing home care services.

4. AGREEMENT PARTIES

The parties to this agreement are as follows:

- (a) Able Australia Services ('the employer'),
- (b) The Health Services Union, Tasmania Branch ('HACSU')
- (c) Employees who are employed by the employer and are engaged in work in Tasmania in classifications contained within this Agreement.

5. DATE AND PERIOD OF OPERATION

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

The Agreement will remain in force until 1 June 2026 from after the date specified on the notice from the Fair Work Commission, unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.

6. SUPERSESSION AND SEVERANCE PROVISIONS

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.

- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.
- (f) The employer agrees to commence negotiations with HACSU for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (g) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with HACSU.
- (h) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees.

7. DEFINITIONS

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

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

'Broken Shift' means any shift worked in two periods where a continuous break in the two periods exceeds one hour.

'Casual employee' means an employee who is engaged and paid as such to work on an irregular and non-systematic basis but will not include a part-time or full-time employee.

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

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

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

'De facto partner' means:

- (a) A person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis (whether the employee and the person are of the same sex or different sexes);
- (b) Includes a former de facto partner of the employee.

'Direct supervision' means there is limited responsibility for the final outcome of work undertaken because limited discretion only is available to select the appropriate means of completing the task. Conformity with instruction

'Disability Support Worker' means an employee other than a clerical or admin employee who is employed under the terms and conditions of this agreement.

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

'Employer' means Able Australia Services.

'Full-time employee' is one engaged to regularly work 38 hours per week.

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

'General supervision of clients' means the supervisor checks the activity of the client(s) (as defined) intermittently, or the supervisor may participate in a team with the client(s) (as defined) where checking occurs as part of that team work.

'Immediate family' of an employee means:

- (i) a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

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

'Member of employees household' in respect of an employee means any person or persons who usually resides with the employee.

'NAPSA' means a Notional Agreement preserving a State Award and has the meaning in the Act

'NES' means National Employment Standards

'Night shift' means any shift finishing subsequent to midnight and at or before 9.00am. An employee who works at any time between 6.00am and 10.00am immediately after a sleepover shift will not be deemed to be working a night shift.

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

'Part-time employee' is one engaged to regularly work for less hours per day or week than those of a full-time employee and has reasonably predictable hours of work, but shall not include an employee defined as a casual employee in this agreement.

'Public holidays' are provided for in the NES and the Statutory Holidays Act 2000 (Tas).

'Roster' means any work pattern designed for a specific work area for all shifts worked excluding work performed in accordance with Clause 20 - Hours of Work and Clause 29 - Overtime.

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

'Scheduled day off' means one of the two days an employee is allowed off each week in accordance with Clause 31 - Scheduled Days Off.

'Senior Disability Support Worker' means *Disability Support Worker engaged in the role of Senior Disability Support Worker* who is employed under the terms and conditions of this agreement.

'Shift Work' means a work cycle, which regularly falls outside the ordinary hours of work in accordance with Clause 20 - Hours of Work and may include weekend work.

'Significant relationship' is a relationship which a reasonable person, taking into account all the circumstances, would consider to be meaningful.

'Status Quo' means the situation as it existed before any decision was made, action taken or event occurred which has the potential to alter, amend or otherwise impact upon an employee's conditions of employment

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

PART B – CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATION CLAUSE

- (a) This clause applies if:
 - (i) the employer is contemplating a major change likely to have a significant impact on employees if it results in: termination of employment of employees, a major change to the composition, operation or size of the employer's workforce, or skills required of employees, the elimination or diminution of job opportunities, significant alteration of hours of work, the need to retrain employees, the need to relocate employees to another workplace or the restructuring of jobs.
 - (ii) such change is likely to have a significant effect upon employees of the enterprise.

- (b) The employer must notify the relevant employees and unions covered by this agreement of the proposed changes.

- (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause.

- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (e) As soon as practicable the employer must:
 - (i) discuss with the relevant employees and unions covered by this agreement:
 - (A) the considered change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of such change upon the employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant employees and union covered by this agreement:
 - (A) all relevant information about such change including the nature of the change proposed; and
 - (B) information about the expected effects of such change upon the employees; and
 - (C) any other matters likely to affect the employees.

- (f) However, the employer is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the employer's commercial interests unless enforceable undertakings are provided in relation to confidentiality.
- (g) The employer must give prompt and genuine consideration to matters raised about a proposed major change by the relevant employees and unions covered by this agreement.
- (h) While the process described in this clause is underway, the parties will respect the status quo.
- (i) In this clause, a major change is likely to have a significant effect upon employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (j) In this clause, relevant employees means the employees who may be affected by the major change.
- (k) In this clause, consultation means, providing a party or other relevant person with a bona fide opportunity to contribute to and influence the decision-making process not only in appearance, but in fact and thereby enabling a fair and informed decision-making process to be implemented.
- (l) Consultation about changes to rosters or hours of work
 - (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
 - (b) The employer must:
 - (A) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when

that change is proposed to commence);

(B) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(C) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

9. REDUNDANCY PROVISIONS

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

(b) Commitment to consult

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

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

(c) Redeployment and Retraining

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

(i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.

(ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.

- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

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

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income will be in accordance with Clause 13 - Contract of Employment.

(e) Redundancy

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

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

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

(f) Entitlement to Redundancy Pay

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

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

(g) Amount of Redundancy Pay

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

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

* A weeks pay shall exclude:

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

(h) Loss of hours

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

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

(i) Time off to seek other Employment

(i) All employees who are made redundant will be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(j) Financial Counselling

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

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

10. DISPUTE RESOLUTION PROCEDURE

(a) Application of dispute resolution procedure

This dispute resolution procedure applies to the following disputes:

(i) matters arising under the agreement;

(ii) the National Employment Standards (NES) as they apply to employees covered by the agreement (including ss.65(5) & 76(4) of the Fair Work Act 2009 which deal with requests for flexible working arrangements and extending periods of unpaid parental leave); and

(iii) Any matter in relation to a potential breach of an employee's terms and conditions of employment, entitlements and workplace rights.

- (b) Procedure – Resolution within the workplace
 - (i) In the first instance, the parties will attempt to resolve the dispute at the workplace level. Where appropriate, this may involve discussions between the employee or employees concerned and the relevant supervisor or manager. If such discussions do not resolve the dispute, the parties will endeavor to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
 - (ii) Any outcomes that are agreed upon at this stage must be put in writing to confirm the support of both the employee and employer. A review period may be agreed upon to measure the effectiveness of the agreed arrangements.
 - (iii) A party may refer the dispute to FWC to settle the dispute where:
 - (A) the dispute cannot be resolved at the workplace level; or
 - (B) the dispute is not being progressed in a timely manner; or
 - (iv) there are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
 - (v) the employer and the other party in dispute otherwise agree to refer the dispute.
- (c) FWC Power to Settle the Dispute – resolution outside the workplace.
 - (i) FWC shall deal with a dispute by:
 - (A) Mediation, conciliation; and/or
 - (B) making a recommendation or expressing an opinion; and /or
 - (C) if the dispute remains unresolved, using any of its powers (including arbitration and other powers under section 595(3) and 739(4) of the Act.
 - (ii) Without limiting any powers available under the Fair Work Act 2009, FWC may exercise the procedural powers in relation to conferences, hearings, evidence and submissions which are necessary to effectively settle the dispute.
 - (iii) Subject to subclause (d) below, a decision of FWC under this dispute resolution procedure will bind the parties.
- (d) Appeal
Notwithstanding subclause (c), either party may exercise a right of appeal against the decision to a Full Bench.
- (e) Representation
At any stage in this dispute resolution procedure, an employee may appoint another person, a union, organisation or association to accompany and/or

- (f) **Definition of Parties**
In this clause "party" or "parties" includes any person or union covered by this agreement.
- (g) **Status Quo**
While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another employee or employees.
- (h) **Breach of Agreement**
Nothing in this procedure prevents a party from enforcing this agreement in a court.
- (i) If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (ii) The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- (iii) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute."
- (iv) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer will recognise the representative for all purposes involved with the resolution of the dispute.
- (v) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (vi) While the dispute is being resolved, work must continue in accordance with the agreement and the Act. Subject to applicable occupational health and safety legislation an employee must not unreasonably fail to comply with a direction by the employer to perform work. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

- (vii) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

11. INDIVIDUAL FLEXIBILITY CLAUSE

- (a) The employer and employee covered by this collective agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the clause may deal with any of the following matters:
 - (A) hours of work;
 - (B) overtime
 - (C) penalty rates
 - (D) allowances
 - (E) leave loading
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (A) the terms of the collective agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and

- (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (D) states the day on which the arrangement commences.

- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing - at any time.
- (f) The Employer must provide copies of all flexibility arrangements made under this Clause to the Union upon request and where authorised by the employee.

PART C – EMPLOYMENT CATEGORIES AND END OF EMPLOYMENT

12. EMPLOYMENT CATEGORIES

(a) Full-Time Employees

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

(b) Part-Time Employees

- (i) Part-time employees (as defined) will be entitled to annual leave, holidays with pay and personal leave as provided for in this Agreement provided that payment shall be made at the rate normally paid to such employees for a similar period of time worked.

- (ii) The wage rates payable per hour will be one thirty-eighth of the relevant weekly rate contained in this agreement.

- (iii) A part-time employee and employer must agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Such agreement is to be reached at the commencement of employment, or, for existing employees, within 2 weeks of this agreement being approved by the Fair Work Commission. For existing employees the agreed hours are to be based on a review of hours worked over the preceding 6 months. Agreed hours may be subject to review in accordance with clause 13(b)(v);

- (iv) Any agreed variation to the hours of work will be writing.

(c) Review of Part-Time hours

Where a part-time employee is working more than their specified contracted hours as agreed upon at the commencement of employment on a regular and systematic basis over a period of 26 weeks the employee has the right to request in writing to have their roster fixed and their contract with agreed-upon hours amended to reflect the increased hours.

The employer may consent or refuse the request but shall not unreasonably withhold agreement to such a request.

Part-time conversion shall not apply where the temporary increase in hours has covered absences of staff who are expected to return to work.

(d) Casual Employees

- (i) A casual employee (as defined) for working ordinary time will be paid per hour one thirty-eighth of the weekly rate prescribed for the work which the employee performs. In addition a casual employee will be paid a loading of 25 per cent of the ordinary hourly rate for each hour the employee is paid. The additional amount is for payment in lieu of all paid leave.
- (ii) Provided that where an employee is entitled to a penalty in accordance with this Agreement, the casual loading is added to the penalty (eg 150% + 25% = 175%) and this combined penalty/casual loading is then applied to the ordinary hourly rate of pay.
- (iii) A casual employee's terms of engagement will be by the hour with a minimum payment of two hours on each occasion the employee is required to attend for work, however where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, the conditions may be varied by mutual agreement between the employees, the relevant employee the relevant union party to this Agreement.

(e) Casual Conversion

Casual Conversion will be in accordance with the provisions contained in the NES.

13. CONTRACT OF EMPLOYMENT

(a)

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that the assigned duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of those tools and equipment.
- (iii) Any direction issued by an employer under subclause (a)(i) and (ii) of this clause must be consistent with the employee's responsibilities to provide a safe and healthy working environment.

(b) Termination of employment

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

Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 years but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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

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

PART D – WAGES

14. SUPPORTED WAGE SCHEME

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

15. WAGE RATES

The Able Australia 'Award' rates are in accordance with the SCHADS Award and increases as per Fair Work Annual Wage reviews and other relevant Equal Remuneration Offerings.

- (a) Staff classifications are as per the SCHADS award (refer to Schedule One).
- (b) The wage rates payable to employees covered by this Agreement are those rates listed in Schedule 1 of this Agreement for the relevant classification.
- (c) The wage rates contained in Schedule 1 of this Agreement will be increased as follows:
 - (i) Fair Work Commission increases payable from the First Full Pay Period (FFPPOA) to commence on or after 1 July 2024

PROVIDED that, this may be absorbed against any Equal Remuneration Order issued by the Fair Work Commission after this date and applicable to the Social, Community, Home Care and Disability Services Industry Award 2010, if the amount of the order is the same or greater than the above wage increase.

- (ii) The wage rates in Schedule 1 of this agreement will be increased from the first full pay period on or after December 1 for each year this Agreement is in force in line with the Equal Remuneration Order made by the Fair Work Commission in relation to pay rates for disability and community sector employees.

The base wage rates in this Agreement are at no time to be less than the base wages rates in the Social, Community, Home Care and Disability Services Industry Award 2010 as varied.

16. PAYMENT OF WAGES

- (a) Wages will be paid weekly or fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee no later than Thursday in each pay period.
- (b) An employee will be given written details (which may include emailed payslips) of all monies due to them not later than Thursday in each pay period including advice as to the nature and amount of deductions to pay.
- (c) Where a cheque is not met upon presentation or a bank deposit/electronic funds transfer is not made at the time specified or payment is not made at the time specified, otherwise than in circumstances beyond the control of the employer, the employee will be deemed to be working during the time he/she is kept waiting.
- (d) An employee whose method of hours of work is arranged so that the employee works 38 ordinary hours per week will be paid weekly or fortnightly according to the actual ordinary hours worked.
- (e) An employee whose method of hours of work is arranged so that the employee averages 38 ordinary hours work over a particular work cycle will be paid wages weekly or fortnightly to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may have been worked in any particular week of the work cycle.
- (f) Absences from Duty;
An employee paid in accordance with subclause (e) of this clause who is absent from duty other than on annual leave, holidays with pay, paid personal leave, compassionate leave and workers' compensation leave shall, for each day absent, lose average pay for that day calculated by dividing the average weekly rate by five. Where such absence is for part of a day the employee will lose average pay for each hour or part thereof the employee is absent at an hourly rate by dividing the average pay rate by eight.
- (g) Payment on Termination
Where the employment of an employees is terminated, the employee's wages will be paid on the day of termination or forwarded by post on the working day following, provided that in the case of an employee whose method of working hours is arranged so that the employee averages 38 ordinary hours work over a particular work cycle and who has not taken

the day or days off so due the wages due to the employee will include the total of credits accrued to the point of termination. In such a case if the employee has taken off a day or days and has not worked the full accrual the employee's wages due shall be reduced by the total of credits that have not been so accrued.

17. SUPERANNUATION

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

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (d) Voluntary employee contributions
 - (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
 - (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one month's written notice to their employer.
 - (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause in

accordance with the requirements of the Superannuation Guarantee legislation and by no later than 28 days after the end of the month in which the authorised deduction was made.

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

18. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program.
- (b) The employer agrees to permit all employees, excluding casuals, covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - i. overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee participating in salary packaging under the terms of this Agreement;
 - ii. salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
 - iii. if during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
 - iv. in the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be

paid as salary less PAYG withholding tax;

- v. superannuation payments required to be paid under the superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - vi. annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - vii. employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (a) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (b) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- (i) that there is no compulsion for any employee to participate in salary packaging;
 - (ii) that all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
 - (iii) that the structure of any agreed package complies with taxation and other relevant laws;
 - (iv) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (v) that the payment of union dues may form part of salary sacrifice packages;
 - (vi) of the right of the employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information;
 - (vii) that where changes are proposed to all salary packaging

arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the employee must give one months notice and the employer must give three months notice, except in circumstances in which an employee ceases to be employed by the employer;

- (viii) prior to signing a salary packaging agreement, employees shall be entitled to consult with the union.

PART E – ALLOWANCES

19. INCREASES TO ALLOWANCES

All allowances in this Agreement will be increased on First Full Pay Period On or After (FFPPOA) 1 July each year. The amount of the increase will be the amount, expressed as a percentage increase, as is provided for in the wages clause. Provided that any increase to wage rates as a result of the Equal Remuneration Order made under (2010/3131) will not increase allowances under this clause.

20. MEAL AND MEAL ALLOWANCE

- (a) A meal interval of not less than 30 minutes and not more than one hour will be allowed to an employee within five hours of commencing work or within such other period of time when due to pressing circumstances the scheduled time of taking a meal break is deferred by up to 1/2 hour to enable the employee to complete the task at hand.
- (b) Where it is part of an employee's duties to eat with clients (as defined) such time will count as time worked and be paid as such.
- (c) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or will be **paid an allowance (as per SCHEDULE 1)** in addition to any overtime when required to work more than one and a half hours after the usual finishing hour of work or, in the case of shift workers, when overtime work on any shift exceeds one and a half hours.

21. ON-CALL ALLOWANCE

- (a) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance (as per SCHEDULE 1) in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (b) The allowance will be (as per SCHEDULE 1) in respect of any 24 hour period or part thereof from finishing ordinary duty on Friday until commencement of ordinary duty on Monday.
- (c) The allowance will be (as per SCHEDULE 1) in respect of any 24 hour period or part thereof on any statutory holiday to be observed as a public holiday generally in the State of Tasmania pursuant to Section 4 of the Statutory Holidays Act 2000.
- (d) An employee or employees may be required to complete sleepover shifts. Provided that any employee who, on initial engagement with the employer,

entered into a specific agreement not to perform sleepovers will be exempt from this clause.

22. RECALL ALLOWANCE

An employee recalled to work overtime after leaving the employer's or client's premises will be paid for a **minimum of two hours'** work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

23. SENIOR DISABILITY SUPPORT WORKER ALLOWANCE

Additional duties:

A Disability Support Worker engaged in the role of Senior Disability Support Worker will receive an allowance in addition to their ordinary earnings. The **allowance of 10%** will be paid on the base rate of pay and applicable for all rostered hours in a Disability Support Worker role.

The duties performed will be aligned with the Classification Definitions - Social and Community Home Care and Disability Services Award, Level 2 (Level 3 of the Able Australia Tasmania (Union) Collective Agreement 2017). The work performed will be under the supervision and direction of the Team Leader or Residential Service Lead or Area Manager/Regional Operations Manager, as may be appropriate.

24. SLEEP-OVER AND SLEEP-OVER ALLOWANCE

All employees may be required to complete sleepover shifts. Provided that any employee who, on initial engagement with the employer, entered into a specific agreement not to perform sleepovers will be exempt from this clause.

(a) Payment for Sleepover

Employees who are required to perform sleepover duties for an eight hour period between the span 10.00pm to 8.00am will be **paid an allowance (as per SCHEDULE 1)** per sleep over.

Where employees are required to perform sleepover duties for less or more than an eight hour period, they will be **paid a pro-rata allowance (as per SCHEDULE 1)** per sleepover.

(b) Where an employee, during a period of rostered sleepover, is required to work, in assisting or caring for residents, in excess of one and one half hours, consecutive or otherwise, or if there are more than three disturbances, they shall be paid overtime payments for the time so worked.

An employee who is entitled to overtime payment under this clause shall receive at least 30 minutes payment for each disturbance.

(c) Disturbances

For the purposes of this clause a disturbance is where an employee is required to work to respond to a resident(s) who requires support/ assistance.

Disturbances do not include:

- external noises, activities or distraction unless they pose a real and immediate threat of personal harm to residents or staff
- normal household activities where residents independently access resources within their home such as getting a drink, watching TV, self toileting
- a residents clock alarm going off
- actions initiated but not required by staff

Disturbances may include (but are not limited to):

- residents initiating contact with staff which in turn requires an intervention by that staff person
- residents causing excessive disturbance to the household necessitating intervention
- residents requiring assistance following urine or faecal soiling
- residents requiring assistance during and/or following an epileptic episode
- incidents which necessitate use of prompt/intervention to redirect a resident, or avert the onset of a more serious incident
- incidents where residents are in severe stress or in need of continuing assistance or support.

All disturbances must be recorded immediately on the completion of the disturbance. This will assist to identify any issues or other strategies required during the period of sleepover and to calculate employee entitlements to payment for disturbances.

(d) An employee who is entitled to the allowance prescribed by subclause (a) of this clause, for any period spent on sleep-over shall be provided with:

- (i) wherever practicable single bedrooms and under no circumstances shall an employee be required to share a bed,
- (ii) bed linen, blankets and use of cutlery and crockery without charge to the employee;
- (iii) reasonable storage facilities for securing personal belongings;
- (iv) access to shower and toilet facilities that can be made secure for private use.

- (e) Where an employee requests the employer to provide meals during a period for which the sleep-over allowance is paid, in accordance with subclause (a) of this clause, and the employer agreed to do so, the employer may deduct from the employee's wages (with that employees written consent) an amount equivalent to the allowance at Clause 20 - Meal and Meal Allowance of this agreement.

- (f) Sleep-overs will be established in accordance with a roster (as defined) setting out clearly the names of the rostered employees (as defined) and the days, dates and hours during which each employee is required to attend for duty. The roster (as defined) shall provide for a system of scheduled days off and shall not be implemented or changed until after the expiration of four weeks notice or in the case of an individual employee after the expiration of one weeks notice or the payment of one weeks pay in lieu of notice.

PROVIDED that such notice of payment in lieu of notice shall not apply in an emergency situation where agreement is reached between the employer and employee concerned.

PROVIDED FURTHER that employees shall not be required to work consecutive shifts and sleep-overs unless agreed by the employer and employee/s affected. The employee/swill not unreasonably withhold agreement.

PROVIDED ALWAYS that each night's sleep-over shall stand alone and the period of sleep-over shall be nominated by the employer at each workplace.

PROVIDED an employee may refuse a sleepover but only with reasonable cause and notice.

25. SPECIAL LICENCES

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

PART – F – HOURS OF WORK AND RELATED MATTERS

26. HOURS OF WORK

- (a) The ordinary hours of work per week for non-residential employees shall not exceed an average of 38 per week in a fortnight of 76 hours subject to the following arrangements.
- (b) The ordinary hours of work for residential employees shall not exceed 190 hours in each five weekly period.
- (c) Employees engaged in accordance with Clause 32 - Shift Work, Shift Penalty Rates and Rosters, may work ordinary hours on any day of the week. For all other employees ordinary hours shall be worked between 6.00am and 7.00pm, Monday to Friday and subject to the provisions of paragraph (d) of this subclause.
- (d) The maximum ordinary hours to be worked in a day or shift is 8. By agreement, the ordinary hours may be worked up to 10 hours per shift.
- (e) The maximum hours for a part-time employee for work in fortnight is to be 76 hours.
- (f) The 38 hour week will be structured by an employee working one of the following arrangements:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one day or days in which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the work cycle so that each employee has one day off or part of a day or days off during that cycle.
- (g) In establishing the spread of hours in accordance with paragraph (c) of this subclause, the employer shall nominate any spread of hours of no more than 11 hours between 6.00am and 7.00pm, Monday to Friday inclusive.

The spread of hours or prescribed number of hours per day so nominated may be altered for all or a section of employees concerned by mutual agreement between the employer and employee/s in the area concerned and the union.
- (h) Circumstances may arise where different arrangements of the 38-hour week apply to various groups or sections of employees in the establishment concerned.

- (i) In adopting or changing the arrangements of the 38-hour week an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement.
- (j) In the absence of such agreement the provisions of Clause 10 - Dispute Resolution Procedure shall be applied without delay.
- (k) In reaching agreements in accordance with paragraph (c) of this subclause there should be an objective review of current work practices to establish where improvement can be made and implemented. These reviews shall be ongoing.

27. SATURDAY AND SUNDAY WORK

- (a) Subject to Clause 32 - Shift Work, Shift Penalty Rates and Rosters provisions contained in this Agreement, for all ordinary hours worked on a Saturday or Sunday the following payment shall apply:
 - i. Saturday at time and one half;
 - ii. Sunday at double time.
- (b) The above rates will be in substitution for, and not cumulative upon the shift penalty rates contained in this Agreement.
- (c) Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in Clause 32(a) of Shift Work, Shift Penalty Rates and Rosters.
- (d) Where overtime is worked on a Saturday or Sunday and subject to agreement being reached between the employer and employee/s concerned, time off may be allowed in lieu of payment of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate penalty for Saturday and Sunday work provided for in this Agreement.

28. MAKE-UP TIME

- (a) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- (b) An employee on shift work may elect, with the consent of their employer, 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.
- (c) An employee or the employees may choose to request a union party to this Agreement, to represent their interests **in** negotiation referred to in paragraph (a) of this subclause.
- (d) An employer shall record make up time arrangements in the wages records.

29. OVERTIME

- (ii) An employee required to work before the time fixed for commencing work or after the time fixed for ceasing work or in excess of the ordinary hours of work as provided for at Clause 26 - Hours of Work in this Agreement will be paid at the rate of time and a half for the first two hours and double time after that.
- (iii) An employee required to work overtime on a Sunday will be paid at the rate of double time.
- (iv) In calculating overtime each days work will stand alone and the rate of pay will be determined by dividing the weekly rate of pay by 38.
- (v) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (vi) Subject to agreement being reached between the employer and the employee concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate overtime rate.
- (vii) PROVIDED that such agreement shall be subject to the employee having opportunity to consult with the relevant union and the agreement shall be recorded in writing.

(viii) PROVIDED ALWAYS that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

30. REST PERIOD

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

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

31. SCHEDULED DAYS OFF

- (a) Each employee will be allowed two full days off in each week. The days off will operate from the finishing time of work on the day immediately preceding the days off and until the starting time on the day when work is to resume.
- (b) Scheduled days off will be programmed and will not be altered except by mutual agreement between the employer and the employee.
- (c) An employee required to work on his/her scheduled days off will by agreement be allowed another day(s) off in lieu of overtime payment.
- (d) days off provided in this Clause will be at the rate of 48 hours per week and by agreement may be cumulative, but not to exceed four days successively.

32. SHIFT WORK, SHIFT PENALTY RATES AND ROSTERS

(a) Shift Penalty Rates

An employee whilst on afternoon or night shift (as defined) shall be paid 15 per cent more than the ordinary rate.

(b) Broken Shifts (as defined)

(i) Restrictions

- (A) A broken shift (as defined) shall not be worked outside the hours of 6.00am and 10.00pm and the break between the two shifts shall not exceed six hours or such period as agreed to by the employer, employee and representative of the appropriate union.

(B) All work performed beyond the maximum span of 12 hours or span otherwise mutually agreed between the employer and an employee up to 16 hours, for a broken shift will be paid at double time.

(ii) Excess Fares

An employee working a broken shift (as defined) shall be paid an excess fares allowance (as per **SCHEDULE 1**).

(c) Shift Rosters-Rotating

(i) Rotating rosters shall provide that a shift worker regularly rotates between day, afternoon and night work or any two combinations of them subject to the following requirements:

- (1) an employee shall not be required to work on night shift (as defined) for more than four weeks; and
- (2) employee shall not be required to work more than two thirds of their working time on night shifts (as defined); and
- (3) otherwise than by agreement being reached between the employer and the majority of employees concerned, the daily hours of afternoon or night shifts (as defined) allocated to each employee at any one time, shall continue for at least five successive afternoons or nights.

(ii) A rotating roster of shift work shall apply unless:

- (1) the employer and the majority of employees concerned otherwise agree;
- (2) the employer directs the employee/s concerned to work in accordance with a non-rotating shift roster.

(iii) Where the employer and the majority of employees concerned have agreed to work a non-rotating shift roster such arrangement shall continue unless the employer and the majority of employees concerned otherwise agree.

(d) Shift Rosters-General

(I) A shift roster established in accordance with this subclause will be documented setting out clearly the names of the rostered employees and the days, dates and hours during which each employee is required to attend for duty.

(II) A shift roster, rotating or otherwise, shall:

- (1) not require an employee to work more than eight hours, other than overtime, each day unless agreement is otherwise reached;
- (2) provide for a system of scheduled days off in accordance with this Agreement;

- (3) not be implemented or changed until after the expiration of four weeks notice or in the case of an individual employee after the expiration of one weeks notice of such change or the payment of one weeks pay in lieu of notice in accordance with the employees previous roster (as defined).
- (4) Such notice or payment in lieu of notice will not apply in an emergency situation where agreement is reached between the employer and employee concerned.
- (5) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still have two days off each week in accordance with Clause 31 (Scheduled Days Off).
- (6) An employee who is working in accordance with a rotating shift roster, and unless otherwise agreed between the employer and employee concerned, is directed by the employer to work on a non-rotating shift roster, such employee will be paid 30 per cent more than the ordinary rate for the whole period so worked. The payment of this penalty is in substitution and not cumulative upon penalty rates prescribed elsewhere in this clause.

PART G - PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

33. PUBLIC HOLIDAYS

- (a) All employees who accrue paid leave entitlements will be allowed the following days as holidays with pay:

Public holidays are provided for in the [NES and the Statutory Holidays Act 2000 \(Tas\)](#)

- (b) Payment for holidays with pay mentioned in subclause (a) of this clause which are taken and not worked, will be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday would normally he/she had been at work.
- (c) Where a holiday with pay occurs on a scheduled day off (as defined), an employee will be entitled to a day in lieu to be taken by mutual agreement.

PROVIDED that, for part-time employees a 'day in lieu' will be defined for the purpose of this sub clause as the number of hours worked in the fortnight in which the holiday with pay falls divided by the number of days worked in that fortnight.

For example – If the part-time employee works 60 hours across eight (8) days/shifts during the fortnight in which the holiday with pay falls, then they are entitled to 7.5 hours as a day in lieu.

- (d) Subject to subclause (c) of this clause and the proviso below, an employee required to work on any of the holidays with pay mentioned in subclause (a) of this clause, will be paid at the rate of double time and a half. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

If an employer requests an employee to work on a public holiday, the employee may refuse the request if:

- (i) The request is not reasonable; or
- (ii) The refusal is reasonable.
- (e) For the purpose of this clause the following must be taken into account when determining what is reasonable or unreasonable:
- (i) The nature of the Employers workplace or enterprise (including

- operation requirements), and the nature of the work performed by the Employee;
- (ii) The Employees personal circumstances, including family responsibilities;
 - (iii) Whether the Employee could reasonably expect that the Employer might request the Employee to work on the public holiday;
 - (iv) Whether the Employee is entitled to receive overtime payments that reflects an expectation of work on the public holiday;
 - (v) The type of employment of the Employee;
 - (vi) The amount of notice in advance given to the Employee by the Employer;
 - (vii) The amount of notice provided by the Employee to the Employer when refusing the request; and
 - (viii) Any other relevant matter.

34. ANNUAL LEAVE

(a) Entitlement

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

(b) Payment for leave

- (i) In accordance with this clause when an employee takes a period of paid annual leave, the employer must pay the employee's base rate of pay for the employee's ordinary hours of work in the period. This payment excludes any shift penalty rates provided for in this agreement at Clause 32 - Shift Work, Shift Penalty Rates and Rosters.
- (ii) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

(c) Time of taking leave

- (i) The employer and the employee may agree when and for what period the employee is to take the employee's accrued annual leave, having regard to the personal circumstances of the employee and the operational requirements of the employer. Provided that the employer must respond in writing to a leave request within 14 days of receiving a written application and must not unreasonably refuse to agree to a request by the employee to take accrued annual leave.
- (ii) The employer may direct an employee to take up to a quarter of their annual leave entitlement (to be taken in one period) if:
 - (A) the employee has an annual leave credit greater than 6 weeks (or in the case of a shift worker, has an annual leave credit greater than 8 weeks);
 - (B) the employer and the employee are unable to reach agreement on the taking of the leave; and
 - (C) the employee is given at least 8 weeks' notice prior to the date the employee is required to commence the leave.

(iii) Cash Out of Paid Annual Leave Entitlements

An employee, with the approval of the employer, may cash out any annual leave entitlement accrual in excess of four weeks. The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(d) Annual leave loading

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

(iv) Payment in lieu prohibited

Except as provided in the National Employment Standards and in paragraph (c)(iii) of this clause, payment will not be made or accepted in lieu of annual leave.

(e) Annual Leave and Other Forms of Leave

- (ii) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

- (iii) If the period during which an employee takes paid annual leave includes a period of sick leave, carer's leave, compassionate leave the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(f) Continuity of Service

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

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations in respect of leave of absence.

- (ii) Any absence from work on account of personal sickness or accident and in calculating the period of twelve months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service.

- (iii) Any absence with reasonable cause, of which the onus of proof shall be with the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

35. COMMUNITY SERVICES LEAVE

Community service leave is provided for in the [NES](#).

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

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

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

36. COMPASSIONATE LEAVE

- (a) An Employee is entitled to five (5) days compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) Dies.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (ii) After the death of the member of the Employee's immediate family or household
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) A single continuous 5 day period; or
 - (ii) In any combination of periods up to a maximum of five (5) days to which the Employee and his or her Employer agree.
 - (iii) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take compassionate leave for that occasion at any time while the illness or injury persists.
- (d) Reasonable proof of such death or illness or injury, (in the form of a death notice or other written evidence), may be requested by Able as per the requirements of personal/carer's leave.
- (e) An Employee, other than a casual, shall be paid at the base rate of pay for the employee's ordinary hours of work in the period.
- (f) A casual employee is entitled to unpaid compassionate leave in accordance with the requirements of this clause.
- (g) Unpaid Compassionate Leave:
An employee may take unpaid compassionate leave by agreement with the employer.

37. DOMESTIC VIOLENCE LEAVE

An employee experiencing family violence will have access to 20 days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

38. JURY SERVICE LEAVE

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

39. PARENTAL LEAVE

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the NES.

40. PREGNANCY LOSS

Employees who experience pregnancy loss after 20 weeks are entitled to access paid parental leave entitlements under their applicable enterprise agreement.

Employees are entitled to a period of paid pregnancy loss leave if the pregnancy comes to an end before 20 weeks' gestation.

An employee, and their partner, are entitled to 5 days of paid pregnancy loss leave if the pregnancy ends between 4 and 10 weeks.

An employee, and their partner, are entitled to 10 days of paid pregnancy loss leave if the pregnancy ends between 10 weeks and 19 weeks and 6 days.

41. PERSONAL LEAVE

(a) Entitlement

- (i) For each year of service with the employer a full-time and part-time employee is entitled to 12 days of paid personal/carer's leave.
- (ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

(b) Taking Paid Personal/Carer's Leave

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

(c) Payment for personal/ carer's leave

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

(d) Workers Compensation

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

(e) Notice and Evidence Requirements

- (i) An employee will, where possible, before the commencement of the shift or usual starting time of work, inform the employer of his/her inability to attend for work and as far as may be practicable state the estimated duration of the absence.

(ii) An employee will prove to the satisfaction of a reasonable person (or in the event of a dispute, the Fair Work Commission) that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed or due to special circumstances was reasonably unable to notify the employer of such absence prior to the commencement of the shift or usual starting time of work and in such special circumstances the employee will in any event notify the employer of such absence as soon as practicable.

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

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

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

(g) Unpaid Leave

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

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

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

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

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

(i) **Casual Employees:**

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

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

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.

42. PURCHASED LEAVE

- (a) Permanent employees with a minimum of 12 months continuous service will be entitled to purchase annual leave in addition to their normal leave entitlement subject to fulfilling the requirements specified in this clause.
- (b) Purchased leave is a scheme which meets the requirements of Section 324 of the Fair Work Act 2009 whereby employees enter into an agreement to buy and access up to two weeks leave in addition to their normal entitlement to paid annual leave.
- (c) Purchased leave will be credited into an employee's leave balance and will be paid for via fortnightly deductions commencing from the date approval is granted for the employee to purchase leave. This leave must be paid for in full within the same calendar year in which it is approved.
- (d) Employees automatically revert to their normal salary at the end of the deduction period, unless approval is obtained for subsequent purchased leave arrangements for a further period.
- (e) Purchased leave is available to employees where they have at the time of applying to purchase leave, an annual leave balance and/or a long service leave entitlement of less than 6 weeks. Employees will not be eligible to purchase leave if an employee is receiving WorkCover payments. Applications cannot be retrospectively approved.
- (f) Approved purchased leave is to be taken in one week (5 day) blocks. The

Purchased Leave Application Form will require employees to clearly detail the dates of intended use of the purchased leave.

- (g) Superannuation payments made by Able Australia and, where applicable, by the employee, will be paid at the rate appropriate to the employee's reduced gross salary.
- (h) Purchased leave will not qualify for annual leave loading payments as specified under clause 7(d).
- (i) Deductions made for leave not accessed will be refunded if an employee terminates their employment before taking any or all of the purchased leave

43. REPRODUCTIVE HEALTH AND WELLBEING

Employees experiencing reproductive health matters will have access to five (5) paid days leave, for the purpose of attending and recovering from specialty appointments and treatments; and;

The availability of flexible work arrangements for those experiencing reproductive health matters.

PART H – OTHER MATTERS

44. SAFE STAFFING AND WORKLOADS

a. Work/life balance

The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to ensuring this occurs.

b. Occupational Health and Safety

The employer is obliged by the relevant health and safety legislation and guidelines in each State and Territory to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace. The employer will take into account occupational health and safety when allocating work and when concerns about adequate staffing are raised.

c. Staffing

The employer will ensure that it is sufficiently staffed and resourced so as to enable each employee to:

- perform all aspects of their role/position during their ordinary hours;
- Take rest intervals and meal breaks provided by this agreement; and
- Take leave provided for by this agreement and the NES
- Subject to subclause e (Reasonable overtime)

d. Allocation of work

The employer will allocate work to each employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:

- Caring/ support duties;
- Administrative and clerical duties;
- Managerial/supervisory duties;
- Educational duties; and
- Attending meetings
- Subject to subclause e (Reasonable overtime)

e. Reasonable overtime

The employer will not require work to be undertaken beyond an employee's ordinary hours of work, except where the overtime is reasonable. Notwithstanding subclause e(i), an Employee will not generally be required to regularly undertake work beyond their ordinary hours of work.

Nothing in this clause stops an Employee from agreeing to work rostered overtime

f. Workload or staffing disputes

In the event that a workload or staffing issue is raised by an Employee/s and/or representative (including the Union), the employer will consult with affected Employee/s and the representative (including the Union) and where appropriate take steps to address any issues. If, following consultation, the workload or staffing

issue is not resolved, any party may refer it to the dispute resolution procedure of this agreement.

45. TRAINING FOR DISABILITY SUPPORT WORKERS

Employers covered by this Agreement are expected to provide the employees employed under the classifications contained in this Agreement with suitable "In-House Training Programs" relevant to their classification.

Employees will be expected to participate in these "In-House Training Programs". "In-House Training Programs" may include participation in relevant external study courses.

"In-House Training Programs" should enhance the employees' progression through each classification grade.

Appointment to a given level or progression through each classification is not solely dependent on "In-House Training" and the definition of the relevant classification will prevail.

46. UNION DELEGATES

a. An employee elected as a union delegate, upon notification by the union to the employer, shall be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all reasonable time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her union, provided that the supervisor of the shift or section is given prior notice of the union delegate's intention. In addition up to a maximum of six (6) union delegates will be entitled to paid time off for training providing the total sum of training for all six delegates does not exceed twenty (20) days per year.

b. Union delegate shall have reasonable access to a photocopier and facsimile machine where available, and access to a telephone to contact the union office or to progress enquiries on behalf of a member on work-related matters. The union delegate shall be provided with a suitable cupboard and facilities to enable the union delegate to keep records, union circulars and documentation to efficiently carry out union responsibilities.

c. Union delegate shall have the right to place notices on notice boards within the enterprise. Such notices or matters of interest shall be within the policy of and authorised by the Health Services Union, Tasmania Branch.

d. With the agreement of the employer the union delegate shall have the right to have a guest speaker authorised by the Health Services Union, Tasmania

Branch present at meetings within the enterprise.

e. The employer shall not dismiss or willingly injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.

f. Union Delegates and Union officials will be given adequate paid time to meet with new employees for the purpose of introducing and explaining this agreement and Union matters. Except where otherwise agreed, this will occur at the beginning of induction or team meetings.

PART I - CLASSIFICATIONS

47. CLASSIFICATION DEFINITIONS

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

48. INCREMENTAL WAGE PROGRESSION

Employees will progress through the increments within each wage level as follows:

- (a) The anniversary date of an employee's commencement or previous progression, as the case may be, will be observed.
- (b) At the end of each 1976 hours continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 1976 hours at each level within the level, or
- (c) Has successfully completed the relevant accredited training modules.
- (d) New employees who can verify previous comparable experience consistent with subclause (b) of this clause which was gained with another employer engaged in the Disability Service Industry will have such experience taken into account in determining the appropriate incremental level which that person is entitled to occupy.

49. MIXED FUNCTIONS

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

SIGNATORIES - ABLE AUSTRALIA SERVICES:

Signed:

(for and on behalf of Able Australia Services by its authorised represented)

ADDRESS: 413 Canterbury Road, Surrey Hills, VIC 3127

Date:

Name in full (printed):

POSITION:

Witnessed by (signature):

Witness Name in full:

Witness address:

.....

SIGNATORIES - BARGAINING REPRESENTATIVE

NAME:

POSITION:

Health Services Union, Tasmania Branch

On behalf of members who are covered by the Agreement (Bargaining Representative)

ADDRESS:

Witnessed by (signature):

.....

Witness Name in full:

.....

Witness address:

.....

SCHEDULE 1 – WAGE RATES AND ALLOWANCES

From First Full Pay Period On or After (FFPOA) 1 July

	FFPOA 01/07/2022		FFPOA 01/07/2023		FFPOA 01/07/2024 3% or FW (whichever is highest)		FFPOA 01/07/2025 3% or FW (whichever is highest)		FFPOA 01/07/2026 3% or FW (whichever is highest)	
	Per Week (\$)	Per Hour (\$)	Per Week (\$)	Per Hour (\$)	Per Week (\$)	Per Hour (\$)	Per Week (\$)	Per Hour (\$)	Per Week (\$)	Per Hour (\$)
Social and Community Services Employee Level 1										
Pay point 1	\$880.08	\$23.16	\$930.70	\$24.49	\$958.54	\$25.22	\$987.29	\$25.98	\$1,016.91	\$26.76
Pay point 2	\$908.58	\$23.91	\$960.70	\$25.28	\$989.46	\$26.04	\$1,019.14	\$26.82	\$1,049.72	\$27.62
Pay point 3	\$940.88	\$24.76	\$995.00	\$26.18	\$1,024.69	\$26.97	\$1,055.43	\$27.77	\$1,087.09	\$28.61
Social and Community Services Employee Level 2										
Pay point 1	\$1,157.48	\$30.46	\$1,223.85	\$32.21	\$1,260.70	\$33.18	\$1,298.52	\$34.17	\$1,337.48	\$35.20
Pay point 2	\$1,193.58	\$31.41	\$1,262.23	\$33.22	\$1,300.23	\$34.22	\$1,339.24	\$35.24	\$1,379.41	\$36.30
Pay point 3	\$1,229.88	\$32.37	\$1,300.60	\$34.23	\$1,339.76	\$35.26	\$1,379.96	\$36.31	\$1,421.35	\$37.40
Pay point 4	\$1,262.72	\$33.23	\$1,335.29	\$35.14	\$1,375.38	\$36.19	\$1,416.64	\$37.28	\$1,459.14	\$38.40
Social and Community Services Employee Level 3										
Pay point 1	\$1,293.52	\$34.04	\$1,367.86	\$36.00	\$1,409.04	\$37.08	\$1,451.31	\$38.19	\$1,494.85	\$39.34
Pay point 2	\$1,330.69	\$35.02	\$1,407.17	\$37.03	\$1,449.35	\$38.14	\$1,492.83	\$39.29	\$1,537.62	\$40.46
Pay point 3	\$1,359.26	\$35.77	\$1,437.28	\$37.82	\$1,480.27	\$38.95	\$1,524.68	\$40.12	\$1,570.42	\$41.33
Pay point 4	\$1,387.00	\$36.50	\$1,466.77	\$38.60	\$1,510.80	\$39.76	\$1,556.13	\$40.95	\$1,602.81	\$42.18
Social and Community Services Employee Level 4										
Pay point 1	\$1,492.00	\$39.26	\$1,577.80	\$41.52	\$1,625.09	\$42.77	\$1,673.85	\$44.05	\$1,724.06	\$45.37
Pay point 2	\$1,531.02	\$40.29	\$1,618.98	\$42.60	\$1,667.36	\$43.88	\$1,717.38	\$45.19	\$1,768.91	\$46.55
Pay point 3	\$1,570.16	\$41.32	\$1,660.56	\$43.70	\$1,710.42	\$45.01	\$1,761.73	\$46.36	\$1,814.58	\$47.75
Pay point 4	\$1,605.50	\$42.25	\$1,697.65	\$44.68	\$1,748.78	\$46.02	\$1,801.24	\$47.40	\$1,855.28	\$48.82
Social and Community Services Employee Level 5										
Pay point 1	\$1,706.96	\$44.92	\$1,804.98	\$47.50	\$1,859.15	\$48.93	\$1,914.92	\$50.39	\$1,972.37	\$51.90
Pay point 2	\$1,743.44	\$45.88	\$1,843.98	\$48.52	\$1,899.07	\$49.98	\$1,956.04	\$51.47	\$2,014.73	\$53.02
Pay point 3	\$1,784.10	\$46.95	\$1,886.76	\$49.65	\$1,943.30	\$51.14	\$2,001.60	\$52.67	\$2,061.65	\$54.25

Allowance (per shift)	FFPOA 3% or FW (whichever is highest)		
	1/07/2024	1/07/2025	1/07/2026
On Call - Week Days	\$ 26.61	\$ 27.41	\$ 28.23
On Call - Weekends	\$ 46.54	\$ 47.94	\$ 49.38
On Call - PH	\$ 65.46	\$ 67.43	\$ 69.45
Meal	\$ 17.19	\$ 17.71	\$ 18.24
Sleepover (8 hours) (pro rata for any other time fraction) Sleep-Over Shifts for Monday to Thursday night	\$ 90.00	\$ 92.70	\$ 95.48
Sleepover (8 hours) (pro rata for any other time fraction) Friday, Saturday and Sunday night or the eve of a public holiday	\$110.00	\$ 113.30	\$ 116.69
Excess Fares	\$ 3.68	\$ 3.79	\$ 3.91

SCHEDULE 2 – CLASSIFICATION DEFINITIONS - Social and Community Services Employees

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.
- (h) For the avoidance of doubt, only initial trainees will be employed at this level. An employee that has skills and experience such that they no longer require extensive on-the job training will be employed, at a minimum, at Social and Community Services Employee Level 2. The parties expect that initial trainees will not require extensive on the job training after 3 months.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

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

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

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

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

- b. Freedom to act is limited by standards and procedures.
- c. Solutions to problems are found in established procedures and instructions with assistance readily available.
- d. Project completion according to instructions and established procedures.
- e. No scope for interpretation.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

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

B.2.2 Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualification and/or training
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) Prerequisites
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.
- (c) Organisational relationships
 - (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
 - (ii) provide limited guidance to a limited number of lower classified employees.
- (d) Extent of authority
 - (i) work outcomes are monitored;
 - (ii) have freedom to act within established guidelines;
 - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

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

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

- (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

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

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) Prerequisites
 - (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level- pay point 3;
 - (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level- pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) Organisational relationships
 - (i) graduates work under direct supervision;
 - (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
 - (iii) operate as member of a team;
 - (iv) supervision of other employees.

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

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

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

B.4.2 Responsibilities

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

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where

- procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
 - (c) identification of specific or desired performance outcomes;
 - (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
 - (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
 - (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
 - (g) provide administrative support of a complex nature to senior employees;
 - (h) exercise responsibility for various functions within a work area;
 - (i) provide assistance on grant applications including basic research or collection of data;
 - (j) undertake a wide range of activities associated with program activity or service delivery;
 - (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
 - (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
 - (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
 - (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
 - (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;

- (iii) lead a team within a specialised project;
- (iv) provide a reference, research and/or technical information service;
- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) Prerequisites
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.

- (e) Organisational relationships
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) Extent of authority
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

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

- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

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

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co- ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) Prerequisites
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;

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

SCHEDULE 3 – SUPPORTED WAGE SYSTEM

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

2. In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

3 Eligibility criteria

3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

4. Supported wage rates

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

Assessed capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 4.2 Provided that the minimum amount payable must be not less than \$104.50 per week.
- 4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. Assessment of capacity

- 5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- 5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

6. Lodgment of SWS wage assessment agreement

- 6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- 6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the

assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

7. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

8. Other terms and conditions of employment

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

9. Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

10. Trial period

10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

10.4 Work trials should include induction or training as appropriate to the job being trialed.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment.