

## **WOMEN WITH DISABILITIES VICTORIA ENTERPRISE AGREEMENT 2021**

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

### **1. TITLE**

- 1.1. This Agreement shall be known as the Women with Disabilities Victoria Enterprise Agreement 2020.

### **2. DEFINITIONS**

- 2.1. The Act refers to the *Fair Work Act 2009* (Cth).
- 2.2. Agreement means the Women with Disabilities Victoria Enterprise Agreement 2020.
- 2.3. CEO means Chief Executive Officer.
- 2.4. Employer means Women with Disabilities Victoria.
- 2.5. Employee means a person employed subject to this Agreement on either a full time, part time, casual or fixed term basis.
- 2.6. FWC means Fair Work Commission.
- 2.7. NES means National Employment Standards.
- 2.8. SCHCADS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.
- 2.9. WDV means Women with Disabilities Victoria.

### **3. SCOPE AND APPLICATION**

- 3.1. This Agreement shall apply within the State of Victoria and shall apply to all employees employed at Women with Disabilities Victoria, excluding the CEO.
- 3.2. All employees covered by the Agreement will be given a copy of the Agreement, in a format that is accessible to them.
- 3.3. This Agreement shall be read and interpreted in conjunction with the SCHCADS Award and the Act (including the NES).
- 3.4. If there is any inconsistency between the terms of the Agreement and the SCHCADS Award the terms of the Agreement shall prevail over the Award. If the Agreement is silent on any matter in the Social, Community, Home Care and Disability Services Industry Award 2010 the Award provisions shall apply.
- 3.5. If there is any inconsistency between the terms of this Agreement and the terms of the National Employment Standards (NES), the terms of the Agreement shall prevail provided the terms of the Agreement are more favourable. If the terms of the NES

are more favourable than the Agreement, the NES will prevail to the extent of any inconsistency.

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

- 4.1. This agreement shall commence operation from the seventh (7<sup>th</sup>) day after the date of approval by the Fair Work Commission and shall remain in force for a period of four (4) years from that date.
- 4.2. The Agreement will continue to operate after its nominal expiry date until such time as it is varied, replaced or terminated in accordance with the Act.

#### **5. VARIATIONS TO AGREEMENT**

- 5.1. Subject to Part 2-4, Division 7, Subdivision A of the Act, this Agreement can be varied only as agreed to by the parties, in writing.

#### **6. AIMS AND OBJECTIVES**

- 6.1. The Parties to the Agreement are committed to continually exploring and implementing ways for WDV to advance real social and economic inclusion for women with disabilities in Victoria by:
  - a. providing systemic support, advocacy and resources to women with disabilities in leadership roles;
  - b. working with community services and organisations to ensure they are inclusive of women with disabilities;
  - c. ensuring services for people with disabilities consider a gender perspective that is responsive to women with disabilities;
  - d. working in partnership with other disability and women’s organisations;
  - e. encouraging and undertaking research on issues affecting women with disabilities; and
  - f. providing a voice for women with disabilities to influence government policy and legislation.
- 6.2. During the life of the Agreement it is intended by the Parties to continue the development of transparent workplace processes, which demonstrate a co-operative and respectful gender and disability inclusive workplace culture.
- 6.3. The Parties agree to work together to:
  - a. enable and support diverse gender and disability inclusive employment opportunities at all levels of the organisation;

- b. continuously improve accessible, flexible, safe and productive systems of work;
  - c. participate in and support the professional development of employees, to foster a skilled workforce that responds to the changing needs of the organisation, to new technology and to the external environment;
  - d. maintain and foster a culture where all employees are recognised for their contributions and achievements; and
  - e. ensure the implementation of WDV’s Strategic Plan and the representation of women with disabilities in Victoria remain a constant focus of work.
- 6.4. In support of these objectives the Parties agree to regular consultation and communication between the employer and the employees and their representatives.

## **PART 2 - CONSULTATION AND DISPUTE RESOLUTION**

### **7. DISPUTE RESOLUTION**

- 7.1. This clause applies to any dispute in relation to a matter arising under this Agreement or the NES.
- 7.2. An employee who is party to the dispute may at any time appoint another person, organisation or association to represent them for the purposes of this clause.
- 7.3. In the first instance, the parties to the dispute must try to resolve the dispute in a timely manner at the workplace level, through discussions between the employee or employees and relevant supervisors and/or senior management, including the CEO, as appropriate.
- 7.4. 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 under Clause 7.3 have been taken, a party to the dispute may refer the dispute to the FWC for resolution by mediation or conciliation, and, where the matter in dispute remains unresolved, arbitration.
- 7.5. The parties may agree on the process to be used by the FWC including mediation, conciliation and arbitration.
- 7.6. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 7.7. While the parties are trying to resolve the dispute, work must continue in accordance with this 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, whether at the same or another workplace, which is safe and appropriate for the employee to perform.

- 7.8. The employer will ensure that it has a documented and published grievance and dispute resolution policy and procedure that is appropriate to the size and nature of the organisation.

## **8. DISCIPLINARY PROCEDURE**

- 8.1. Where management has concerns about the work performance or conduct of an employee the disciplinary procedure is used to address the issues that have not been, or cannot be, resolved through informal discussions between management and the employee.
- 8.2. At all stages during the application of the disciplinary procedure the employer will adhere to the principles of natural justice and will ensure that the employee:
- a. is provided with a copy of this Agreement and documented disciplinary policy and procedures;
  - b. is given a clear indication of the concern the employer holds;
  - c. has an opportunity to consider any concerns or allegations before being required to respond to those concerns or allegations; and
  - d. is made aware of the seriousness and likely consequences of the process being undertaken.
- 8.3. An employee who is the subject of the application of the disciplinary procedure has the right, at any time, to appoint another person, organisation or association to represent them for the purposes of this clause.
- 8.4. The employer will ensure that it has a documented and published disciplinary policy and procedure that is appropriate to the size and nature of the organisation.

## **9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 9.1. Prior to any definite decision being made, where the employer plans to introduce a significant or major restructure of the organisation that is likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes, their union and other representatives, if any.
- 9.2. Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; the restructuring of jobs; and changes to the legal structure of the employer or business.

- 9.3. Where this Agreement makes provision for alteration of any of the matters referenced in clause 9.2, an alteration is deemed not to have significant effect.
- 9.4. As soon as practicable the employer must discuss with the affected employees, the union and any other representatives:
  - a. The introduction of the change referred to in Clause 9.1;
  - b. The effects the change is likely to have on employees; and
  - c. Measures the employer is taking to avert or mitigate the adverse effects of the change on the employees.
- 9.5. For the purposes of such discussion, the employer must:
  - a. Provide in writing and/or other accessible formats to the affected employees, the union and any other representatives:
    - i) All relevant information about the change including the nature of the change proposed;
    - ii) Information about the expected effects of the change on the employees; and
    - iii) Any other matters likely to affect the employees.
  - b. Invite the affected employees, the union, and any other representatives, to give their views about the impact of the proposed change; and
  - c. Give prompt and genuine consideration to matters raised about the change by the affected employees, the union and any other representatives.
- 9.6. Clause 9.5 does not require the employer to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- 9.7. As soon as a final decision has been made, the employer must notify in writing the affected employees, the union and any other representatives, and explain the effects of the decision.
- 9.8. Throughout the consultation process as described in this Clause, the parties to any consultation (including the employer, the affected employees, the union and any other representatives, if any) are required to act in good faith at all times.



- 9.9. 'Good faith' includes obligations to meet, disclose relevant information, genuinely consider and respond to proposals, including reasons for responses, and to refrain from unreasonable or unfair conduct that undermines consultation.

## **PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **10. TYPES OF EMPLOYMENT**

- 10.1. At the time of engagement, the employer will inform each employee of the basis of their employment.
- 10.2. The employer shall provide each employee with written advice of the terms of their employment which specifies:
- a. whether they are full-time, part-time, fixed term or specific task, or casual; and
  - b. an outline of the duties of the position, details of hours of work; and
  - c. the classification and rate of pay of the position; and
  - d. any other relevant details attaching to the employment arrangement.
- 10.3. Any agreed variation to the regular pattern of work will be recorded in writing.

#### **Full-time Employee**

- 10.4. A full-time employee shall mean an employee who is engaged to work an average of thirty-eight (38) hours of ordinary time per week, or an average of seventy-six (76) hours per fortnight.

#### **Part-time Employee**

- 10.5. A part-time employee is one who is engaged to work less than thirty-eight (38) hours per week or an average of less than seventy-six (76) hours per fortnight and who has reasonably predictable hours of work. The terms of this Agreement will apply to part-time employees on a pro rata basis, unless otherwise stated.

#### **Casual Employee**

- 10.6. A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as an ongoing or permanent or fixed term employee (full time or part time).
- a. A casual employee shall be engaged for a minimum of three (3) consecutive hours for each engagement.
  - b. A casual employee will be paid an hourly rate appropriate to the employee's classification. In addition, a loading of twenty-five percent (25%) of that rate will

be paid instead of the paid leave entitlements accrued by ongoing or fixed term full time or part time employees.

### **Fixed term Employee**

- 10.7. A fixed term employee may be engaged to work on either a full-time or part-time basis, for the completion of a specified task(s) or project; or for a specified period of time.
- 10.8. This Agreement will apply to a fixed term employee except to the extent that the Agreement expressly provides that it does not apply.
- 10.9. Fixed term employment will only be used for genuine fixed term arrangements. These include, but are not limited to:
  - a) For completion of a specifically funded task(s) or projects for a defined period; or
  - b) To relieve an employee who is undertaking a specifically funded task(s) or projects for a defined period; or
  - c) To relieve in a vacant position arising from an employee taking leave in accordance with this Agreement; or
  - d) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
  - e) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee.
- 10.10. A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in Clause 10.9.
- 10.11. The employer and employee may agree to a further fixed term contract to commence after the expiry of the current such fixed term contract.
- 10.12. When offering employment on a fixed term or specific task basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of the employment, and that employment beyond the period is not expected.

### **11. RIGHT TO REQUEST CASUAL CONVERSION**

- 11.1. A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 11.2. A regular casual employee is a casual employee who has in the preceding period of twelve (12) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

- 11.3. A regular casual employee who has worked equivalent full-time hours over the preceding period of twelve (12) months may request to have their employment converted to full-time employment.
- 11.4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of twelve (12) months may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 11.5. Any request under this clause must be in writing and provided to the employer.
- 11.6. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 11.7. Reasonable grounds for refusal include that:
  - a. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement that is, the casual employee is not truly a regular casual employee as defined in Clause 11.2 above;
  - b. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next twelve (12) months;
  - c. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next twelve (12) months; or
  - d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 11.8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 11.9. Where the employer refuses a regular casual employee's request to convert, the casual employee must be provided with reasons for refusal in writing within twenty-one (21) days of the request being made.
- 11.10. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure provided in Clause 7.

## 12. TERMINATION OF EMPLOYMENT

### Termination by Employer

- 12.1. Except in the case of casuals and employees on fixed term contracts, or where the conduct of an employee justifies summary dismissal (for example, serious misconduct), in order to terminate the employment of an employee the employer shall give to the employee four (4) weeks' written notice or four (4) weeks' pay in lieu of notice.
- 12.2. Payment in lieu of the notice period prescribed in Clause 12.1 shall be made if the appropriate notice period is not given or is not required to be worked. Employment may also be terminated by part of the period of notice prescribed in Clause 12.1 and part payment made in lieu thereof.
- 12.3. In calculating any payments in lieu of notice, the employer shall use the wages an employee would have received in respect of ordinary time they would have worked during the period of notice had their employment not been terminated.
- 12.4. Where the employer has given notice of termination to an employee, the employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### Notice of termination by Employee

- 12.5. The minimum notice of termination required to be given by an employee shall be ~~the same as that required of an employer, four (4) weeks' written notice.~~

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

- 12.6. If an employee fails to give the required notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week's wages for the employee, as long as the:
- employer has not agreed to a shorter notice period with the employee;
  - employee is over the age of 18; and

- c. the deduction is not unreasonable in the circumstances..

**Statement of Employment**

- 12.7. The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

**Summary dismissal**

- 12.8. Notwithstanding the provision of Clause 12.1 the employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal, as provided by the Act, which is not limited to but includes serious misconduct as defined under the Act. In such cases the wage shall be paid up to the time of dismissal only and the employee will not be entitled to any payment in lieu of notice.
- 12.9. 'Serious misconduct' includes, but is not limited to: wilful or deliberate behavior by an employee that is inconsistent with the continuation of the contract of their employment; conduct that causes serious and imminent risk to the health and safety of another person or to the reputation, viability or profitability of the employer's business; theft, fraud or assault; the employee being intoxicated at work; or refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

**13. REDUNDANCY**

- 13.1. This clause sets out the entitlements of employees whose positions have been made redundant after a fair process outlined in Clause 9.
- 13.2. An employee is entitled to be paid redundancy pay if their employment is terminated by the employer, following a definite decision that it no longer requires the job the employee has been doing to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 13.3. The amount of the redundancy pay will be calculated using the table below, at the employees' base rate for their ordinary hours of work, the amount of which is determined by the length of their continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay

3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- 13.4. For the purposes of calculating continuous service under Clause 13.3, service will be deemed to be continuous if a past employee has been re-employed by the employer within three (3) months of departure, except where the employee had received severance pay in accordance with this clause for their previous period of service. Continuous service is not broken by such an interruption of employment, or by the absence of an employee on approved paid or unpaid leave, but the period of interruption of employment does not count for service.

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

- 13.5. Where an employee accepts a lower paid position by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated for reasons of redundancy.
- 13.6. The employer may choose to make payment in lieu of notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing.

#### **Employee leaving during notice period**

- 13.7. An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Clause 13.6 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice remaining after the employee ceased to be employed.
- 13.8. An employer in a particular redundancy case may make application to the FWC to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### **Job search entitlement**

- 13.9. An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 13.10. If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- 13.11. This clause does not apply to:
- a. Fixed term employees;
  - b. Casual employees;
  - c. Employees engaged for a specific period of time or for a specified task or tasks;
  - d. Probationary employees;
  - e. Trainees; or
  - f. Employees terminated as a consequence of serious misconduct that justifies summary dismissal without notice.
- 13.12. The FWC may vary the redundancy pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.
- 13.13. Where possible, the employer will seek to offer an employee, whose role has been made redundant, redeployment to a suitable alternative position. The provisions of this clause do not override the employee's option of taking up redundancy.

## **PART 4 - CLASSIFICATION STRUCTURE AND RATES OF PAY**

### **14. CLASSIFICATION STRUCTURE**

- 14.1. Employee positions will be classified in accordance with Levels 2 to 8 of the Social and Community Services Employees classification structure contained in the SCHCADS Award, set out in Schedule A of this Agreement.
- 14.2. The CEO position is not included in this classification structure as this position is not covered by this Agreement.

### **15. PROGRESSION**

- 15.1. At the end of each twelve (12) months' continuous employment at one (1) pay point, an employee will be eligible for progression from that one (1) pay point to the next within a Level, up to the maximum increment within the Level.
- 15.2. An annual review will be undertaken by the employer for all full-time and part-time employees in order to assess the employee's progression within the Level. An employee will only progress to the next pay point on a satisfactory annual review.
- 15.3. In cases where the annual review is delayed, the anniversary date of the annual review (i.e. every 12 months) shall not be changed and the increase, if any, will be paid retrospectively.
- 15.4. Movement to a higher Level within the classification structure will occur only upon promotion or re-classification.
- 15.5. Any employee may seek reclassification at any time if they believe that their role, duties and responsibilities are not consistent with their level of classification.

## **16. RATES OF PAY**

- 16.1. The pay rates payable to employees under the Agreement are set out in Schedule B.
- 16.2. The employer will ensure at all times that the rate of pay under this Agreement shall be no less than the applicable rate of pay in the SCHCADS Award for the appropriate classification.

## **17. PAYMENT OF WAGES**

- 17.1. Wages will be paid by no later than the Friday following the end of the fortnightly pay period.
- 17.2. Wages will be paid by electronic funds transfer to a bank account, credit union or building society of the employee's choice.
- 17.3. Within one (1) working day of making payment to the employee, the employer shall provide to each employee a payslip, in a format that is accessible to them, including all information prescribed by the Act.
- 17.4. The employer may, by agreement with an employee consistent with the Act, deduct from amounts due to an employee any amounts owing to the employer, which will be notified in writing to the employee and will be principally for the benefit of the employee.

## **18. HIGHER DUTIES**

- 18.1. An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a period of five consecutive days or



more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee being relieved.

## 19. SUPERANNUATION

- 19.1. The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 19.2. Employees under this Agreement shall be paid superannuation as specified in the table below:

<b>From pay period commencing:</b>	<b>Employer Superannuation Rate:</b>
1 July 2020	9.5%
1 July 2021	10.5%
1 July 2022	11.0%

- 19.3. The employer will undertake a review by 30 April 2023 of superannuation to be paid from 1 July 2023, in consultation with employees and their employee representative(s).
- 19.4. Employees can exercise choice in relation to the approved Superannuation Fund they wish their contribution to be paid into by the employer. In the event that no choice is exercised by the employee then the default fund will be Health Employees Superannuation Trust Australia Fund (HESTA) or its successor.
- 19.5. The 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.

### **Voluntary employee contributions**

- 19.6. 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 pre or post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in Clause 19.5.

- 19.7. The employer must pay the amount authorised under Clause 19.6 no later than twenty-eight (28) days after the end of the month in which the deduction authorised under Clause 19.6 was made.
- 19.8. Employees may salary sacrifice to their superannuation fund in line with legislative provisions.
- 19.9. Where an employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages (gross).

## **20. SALARY PACKAGING**

- 20.1. All employees will have access to salary packaging arrangements in accordance with legislation and up to the Fringe Benefits Tax limit prescribed in legislation. Employee participation in salary packaging is optional.
- 20.2. The terms and conditions of a salary packaging arrangement will, when viewed objectively, be no less favourable than the entitlements otherwise available under this Agreement.
- 20.3. An employee's participation in salary packaging will be at no cost to the employer. The employee is responsible for paying any taxes (including Fringe Benefits Tax), charges, fees or other costs associated with salary packaging, including the administration fees charged by the external salary packaging provider.
- 20.4. In the event that salary packaging ceases to be an advantage to the employee, the employee may elect to discontinue salary packaging by giving not less than one month's written notice. Any costs associated with this discontinuation will be borne by the employee. The employer will not be liable to make up any benefit lost as a consequence of the employee's decision to discontinue salary packaging.
- 20.5. Superannuation contributions paid by the employer into an approved fund will be calculated in accordance with applicable superannuation legislation.
- 20.6. The employer recommends that employees considering salary packaging seek independent financial advice. The employer will not be held responsible in any way for the cost or outcome of any such advice.

## **PART 5 - HOURS OF WORK AND ALLOWANCES**

### **21. HOURS OF WORK**

- 21.1. The ordinary hours of work for a full time employee will be thirty-eight (38) hours per week, or an average of seventy-six (76) hours within a two week period, as agreed between the employer and employee.
- 21.2. The spread of hours will be from 6.00am to 8.00pm Monday to Friday.
- 21.3. By agreement, the ordinary hours may be worked up to ten (10) hours per day by agreement between the employer and employee.
- 21.4. Records of daily hours worked, including starting and finishing times, will be kept by all employees.

## **22. MEAL AND REST BREAKS**

- 22.1. An employee is not required to work more than five hours continuously without an unpaid meal break of not less than thirty (30) minutes duration and not more than sixty (60) minutes duration. Such meal breaks will be free from duty and will not be counted as time worked.
- 22.2. Where an employee is required to work during a meal break and continuously thereafter, they will be paid for the duration of the meal period at the ordinary rate of pay. This paid meal period is to be counted as time worked.
- 22.3. Two rest periods of ten (10) minutes each shall be given to each employee during each period of ordinary rostered hours and shall be counted as time worked.

## **23. FLEXIBLE WORKING HOURS AND ACCRUAL OF FLEXTIME**

- 23.1. With prior approval from the relevant manager or CEO, employees may work flexible hours within the spread of hours defined in Clause 21.2.
- 23.2. When making an agreement to vary the employees' start and finish times the employer and employee must have regard to operational requirements, role requirements and occupational health and safety, and subject to the employee:
  - a. being at work between the core hours of 10.00am and 4.00pm (less a thirty (30) minute lunch break), unless otherwise agreed;
  - b. starting and finishing within the ordinary spread of hours of 6.00am to 8.00pm;
  - c. working no more than ten (10) hours in any one day; and
  - d. achieving the total fortnightly hours required of the position.

- 23.3. With prior approval from the relevant manager or CEO any time worked beyond the employee's total fortnightly hours, and within the ordinary spread of hours, may be accrued as Flexitime on an hour-for-hour basis. This accrued time may be taken as shorter working day/s and/or as a single day, by prior agreement with the employer.
- 23.4. All Flexitime arrangements must be mutually agreed between the relevant manager or CEO and employee prior to incurring Flexitime.
- 23.5. A maximum of seven point six (7.6) hours' Flexitime may be accrued at any one time unless otherwise agreed by the relevant manager or CEO, before the additional hours are accrued.
- 23.6. Accrued Flexitime must be used within the fortnight following its accrual unless otherwise agreed by the relevant manager or CEO.
- 23.7. Flexitime is intended to support *ad hoc* variation of working hours. Ongoing or long-term flexible working arrangements are provided for in the NES and Clause 24 below.

#### **24. FLEXIBLE WORKING ARRANGEMENTS**

- 24.1. A full time, part-time or eligible casual employee who has completed at least twelve (12) months' continuous employment with the employer may request change in working arrangements if any of the circumstances referred to in the NES apply to the employee, and the employee would like to change their working arrangements because of those circumstances, including if (but not limited to):
  - a. the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - b. the employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cwth));
  - c. The employee has a disability;
  - d. the employee is 55 years or older;
  - e. the employee has experienced, or is supporting a member of their immediate family or household, who is experiencing domestic violence.
- 24.2. Casual employees are entitled to make a request if:
  - a. they have been employed by the employer on a regular and systematic basis for a sequence of periods of employment of at least twelve (12) months immediately before making the request

- b. there is a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 24.3. The request must be in writing and set out details of the change sought and of the reasons for the change.
- 24.4. The employer must give the employee a written response to the request within twenty-one (21) days, stating whether the employer grants or refuses the request.
- 24.5. The employer may refuse the request only on reasonable business grounds, which must be specified in a written response to the employee. Business grounds will include but not be limited to:
- a. that the new working arrangements requested by the employee would be too costly for the employer;
  - b. that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - c. that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
  - d. that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
  - e. that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service. The terms of agreed changes to working arrangements will be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

## **25. OVERTIME**

- 25.1. Subject to the requirements of this Clause the employer may, from time to time, require an employee to work reasonable overtime outside the ordinary hours of work, as defined in Clause 21.
- 25.2. An employee may refuse to work overtime in circumstances where the request is unreasonable having regard to:
- a. Any risk to employee health and safety from working the extra hours;
  - b. The employee's personal circumstances including any family responsibilities;
  - c. The needs of the workplace; and
  - d. The notice (if any) given by the employer of the overtime requirement.

- 25.3. All overtime must be approved in advance by the employee's relevant manager or the CEO.

**Time off in Lieu (TIL) of Paid Overtime**

- 25.4. An employee who is required by the employer to work outside the ordinary spread of hours (as defined in Clause 22) may take time off in lieu of paid overtime for all overtime hours worked at the following rates:
- a. For authorised overtime worked on weekdays the employee will take time off in lieu at the rate of time and a half for the first two (2) hours and double time thereafter.
  - b. For authorised overtime worked on weekends the employee will take time off in lieu at the rate of double time.
  - c. For authorised overtime worked on a public holiday the employee will take time off in lieu at the rate of double time and a half.
- 25.5. Accrued time off in lieu will be taken at a time agreed between the employer and employee, and must be taken within three (3) months of accrual.
- 25.6. Where accrued time off in lieu cannot be taken within three (3) months of accrual, the employer and employee will develop a mutually agreed plan for the time to be taken.

**26. REIMBURSEMENT OF EXPENSES**

- 26.1. Subject to prior approval of expenditure and production of receipts or other evidence of expenditure in a form acceptable to the employer, the employer will reimburse the employee for reasonable out of pocket expenses incurred in the course of the employee's authorised duties.
- 26.2. This clause does not apply where an allowance or reimbursement is otherwise payable in respect of the expense in accordance with the remaining terms of this Agreement.

**27. TRANSPORT, MEALS AND ACCOMMODATION EXPENSES**

- 27.1. Where an employee is required and authorised by the employer to travel in the course of their duties, the employer may require the employee to:
- a. use public transport, in which case the employer will reimburse the employee for the reasonable, incurred costs of that transport;
  - b. use a motor vehicle or other means of transport provided at the employer's cost;
- or

- c. use the employee's own motor vehicle.
- 27.2. If an employee is required and authorised by the employer to use their own motor vehicle for travel in the course of their duties, the employer will reimburse the employee in accordance with the applicable rate published by the ATO.
- 27.3. Where an employee is required and authorised by the employer to travel in the course of their duties, the employer will pay allowances to the employee for reasonable accommodation, meal and/or incidental expenses incurred by the employee during the course of those duties at the rates published by the ATO for the relevant financial year. These allowances will not be payable by the employer if the employer instead provides the employee with reasonable meals and accommodation during the period of travel.
- 27.4. When making claims employees must submit official receipts and expense reimbursement forms as soon as practicable after the event as evidence of expenditure incurred.
- 27.5. The employer will pay the employee monies owing under this clause as soon as practicable but not later than two (2) pay periods after the employee submits the claim.

## **28. MOBILE PHONES AND INTERNET DATA USAGE**

- 28.1. WDV will provide mobile phones to work groups and/or individual employees for work-related purposes where it is necessary and authorised by the CEO.
- 28.2. WDV also recognises that employees may on occasion find it necessary to use personal mobile phones and/or personal internet data allowances for work-related purposes, and may incur expenses accordingly.
- 28.3. Employees may apply for reimbursement or an allowance for reasonable work-related use of a personal mobile phone and/or personal internet data expenses, in accordance with documented and published organisational policies.

## **PART 6 - LEAVE AND PUBLIC HOLIDAYS**

### **29. ANNUAL LEAVE**

- 29.1. A permanent employee, other than a casual employee, will be entitled to four (4) weeks' paid Annual Leave on ordinary pay for each twelve (12) months of continuous service with the employer.
- 29.2. A part-time employee shall be entitled to Annual Leave on a pro-rata basis of the leave prescribed in Clause 29.1 for a full-time employee.

- 29.3. An employee on a fixed-term contract is required to take all Annual Leave due under the terms of the contract, prior to the end date of that contract.
- 29.4. If a public holiday falls within an employee's period of Annual Leave, and is observed on a day that would have been an ordinary working day for the employee, then the employee is taken not to be on Annual Leave on that public holiday.
- 29.5. In addition to annual leave entitlement all employees shall be entitled to an Annual Leave loading of 17.5%.
- 29.6. All accrued Annual Leave including leave loading shall be paid out at the current ordinary rate on termination.
- 29.7. Annual Leave shall be taken at a time that is mutually agreed between the employee and the employer. Unless otherwise agreed, a minimum of one month's notice shall be given before taking annual leave.

**Annual Leave in Advance**

- 29.8. The employer and an employee may agree in writing to the employee taking a period of Annual Leave before the employee has accrued an entitlement to the leave.

**Illness while on Annual Leave**

- 29.9. Where an employee becomes sick whilst on Annual Leave on days on which they would otherwise have worked and immediately forwards to the employer a certificate of a qualified medical practitioner as evidence of being unfit for work, the number of days specified in the certificate shall be deducted from the employee's Personal/Sick Leave entitlement, and be re-credited to their Annual Leave entitlement.
- 29.10. If Annual Leave loading has been paid in respect of those sick days referred to in Clause 30.9, such leave loading will be adjusted as soon as is practicable.

**Excessive Annual Leave accrual**

- 29.11. An employee has excessive leave accrual if the employee has accrued more than eight (8) weeks Annual Leave.
- 29.12. If an employee has excessive Annual Leave the employer and employee shall seek agreement on how to reduce the excessive leave accrual.
- 29.13. If agreement cannot be reached the CEO may direct the employee in writing to take one or more periods of Annual Leave. Any direction to take leave must be reasonable and consistent with the SCHCADS Award.



- 29.14. Any direction by the employer to take a period of annual leave shall not result in the employee's annual leave balance being less than 6 weeks.

### **30. ANNUAL CLOSEDOWN LEAVE**

- 30.1. Working days in the period between and inclusive of the 25th of December and the 31st of December each year, which are not public holidays and occur on a week day, will be paid as Annual Closedown Leave for those employees who would normally work on those days.
- 30.2. Annual Closedown Leave days are paid as ordinary hours, subject to being the individual employee's usual contracted days of work.
- 30.3. Annual Closedown Leave days are non-cumulative and do not attract Annual Leave loading.
- 30.4. Notwithstanding anything contained in this agreement, management will notify staff each year which Annual Closedown Leave days will apply during the Christmas to New Year period. The employer shall give at least two months' notice to the employees of the intention to do so.

### **31. PURCHASED LEAVE**

- 31.1. An employee may apply to the employer to purchase up to four (4) additional weeks of annual leave in a year by sacrificing the equivalent salary for those additional weeks. Access to this arrangement will only be considered on application from an employee and the employer cannot require it as a precondition for employment.
- 31.2. Where the employer agrees to a reduction in the number of working weeks under Clause 31.1, the employee will receive additional annual leave as follows:
- a. 48/52 weeks. Additional 4 weeks leave (8 weeks in total).
  - b. 49/52 weeks. Additional 3 weeks leave (7 weeks in total).
  - c. 50/52 weeks. Additional 2 weeks leave (6 weeks in total).
  - d. 51/52 weeks. Additional 1 weeks leave (5 weeks in total).
- 31.3. The employee will receive a reduced gross annual salary equal to the reduced period worked (ie. 48 weeks, 49 weeks, 50 weeks or 51 weeks) and the annual salary will be allocated evenly over 26 pay periods.
- 31.4. Accrual of personal leave and long service leave by the employee will remain unchanged.

- 31.5. Approval of applications for purchased leave will rest with the employer, who will take into account operational needs and work requirements. Requests for purchased leave will not be unreasonably withheld.
- 31.6. An individual's purchased leave arrangement will be reviewed by the employer and employee on an annual basis to ensure it meets personal, performance and organisational requirements. Employees may also vary the arrangement by request once in any twelve (12) month period.

## **32. DEFINITION OF FAMILY**

- 32.1. "Family" shall be members of the employee's immediate family or members of their household, or other significant persons who require their care and support, because of a personal illness or personal injury, or due to an unexpected emergency affecting the member.
- 32.2. An immediate family member is a:
- a. spouse or former spouse;
  - b. de facto partner or former de facto partner;
  - c. child;
  - d. parent;
  - e. grandparent;
  - f. grandchild;
  - g. sibling;
  - h. child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner);
  - i. person related to the employee according to Aboriginal or Torres Strait Islander kinship rules
  - j. child related to the employee under statutory kinship care or other permanent care order.
- 32.3. An immediate family member includes step-relations (e.g. step-parents and step-children), as well as adoptive relations within the definition of family.
- 32.4. A household member is any person who lives with the employee.

## **33. PERSONAL LEAVE**

- 33.1. Paid Personal Leave is available to a full-time or part-time employee when absence is due to:

- a. Personal illness or injury (Personal/Sick Leave); or
  - b. Providing care or support, due to illness, injury or emergency, for an immediate family member, household member or other significant person for whom the employee has caring responsibility (Carer's Leave).
- 33.2. Full-time employees will be entitled to:
- a. Fourteen (14) days (cumulative) Personal/Sick Leave; and
  - b. Three (3) days (non-cumulative) Carer's leave.
- 33.3. Part-time employees will be entitled to Personal/Sick Leave and Carer's Leave on a pro-rata basis.
- 33.4. An employee's entitlement to Personal/Sick Leave accrues progressively during each year of service on a fortnightly basis according to the employee's ordinary hours of work, and any unused portion of the employee's entitlement to Personal/Sick Leave will accumulate from year to year.
- 33.5. Any accrued but unused Personal / Sick Leave or Carer's leave will not be paid out to an employee on termination.

**Personal / Sick Leave**

- 33.6. To be entitled to paid Personal / Sick Leave an employee must notify the employer as soon as practicable before or on the day of absence, and shall on return to work produce a certificate from a legally qualified medical or other relevant practitioner or a Statutory Declaration signed by the employee.
- 33.7. An employee may be absent through sickness for any single day without providing evidence of such sickness as provided in Clause 33.6 on not more than a total of five (5) working days in any one (1) year of service.
- 33.8. An employee's entitlement to payment for Personal / Sick Leave upon production of a Statutory Declaration shall be limited to not more than three (3) occasions in each year in respect to absences not exceeding three (3) consecutive working days duration.
- 33.9. Employees who are absent on Sick Leave either side of a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to the employer within five (5) working days after their return to work, shall not be entitled to be paid for that day absent.
- 33.10. Where an employee experiences an illness that, in the opinion of the employer, impacts on their capacity for work, the employee must on request from the

employer produce a medical certificate from their treating practitioner stating that the employee is fit to work their usual duties.

- 33.11. The employer may, by giving notice in writing, require the employee to commence paid or unpaid leave if the illness is resulting in unsatisfactory performance and alternative duties are not available or not appropriate.

#### **Carer's Leave**

- 33.12. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take Carer's Leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- 33.13. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer of such absence at the first opportunity on the day of absence.
- 33.14. An employee taking Carer's Leave will, if required by the employer, provide a medical certificate or statutory declaration.

#### **Additional Personal Leave**

- 33.15. Additional paid Personal / Sick Leave may be made available, by agreement with the employer, where an employee has a serious, ongoing medical condition.
- 33.16. An employee (including a casual employee) who has no accrued or unused paid Personal / Sick Leave or Carer's Leave available may elect, by agreement with the employer, to take unpaid leave for the purpose of caring for a family member, household member or other significant person who is ill.

### **34. DISABILITY LEAVE**

- 34.1. WDV recognises that employees with disability may require additional flexibility to attend appointments and activities inherently associated with their disability and which contribute to maintaining their capability and effectiveness as employees.
- 34.2. Employees who disclose to the employer at any time that they identify as a person with disability are eligible to take up to four (4) days per annum (non-cumulative) of paid Disability Leave to:
- a. attend appointments or activities related to their disability; and
  - b. that assist in enabling or maintaining their access to the workplace and/or capability for employment.

- 34.3. For the purposes of accessing Disability Leave, 'Disability' includes, but is not limited to:
- a) mental health condition(s) or psychosocial disability;
  - b) intellectual, learning or cognitive disability;
  - c) physical disability;
  - d) sensory disability;
  - e) chronic illness or health condition;
  - f) neurological disability;
  - g) difference that is disabling due to social attitudes;
  - h) a disability that may exist in the future (including because of a genetic predisposition to that disability); and, to avoid doubt,
  - i) includes behaviour that is a symptom or manifestation of disability.
- 34.4. Disability Leave is available to part-time employees on a pro-rata basis.
- 34.5. Disability Leave may not be used in place of or to supplement Personal / Sick or Carer's Leave.
- 34.6. Disability Leave may not be applied to an employee's time when participating in employer-approved processes for the assessment and implementation of Reasonable Adjustments in the workplace, which are considered to be ordinary working hours.
- 34.7. The employer will ensure that it has a documented and published policy and procedure for accessing Disability Leave.
- 34.8. An employee must give evidence to the satisfaction of the employer that Disability Leave was taken in accordance with the provisions of this Clause 34 and any documented and published organisational policy.

### **35. COMPASSIONATE LEAVE**

- 35.1. All employees are entitled to three (3) days of paid compassionate leave for each permissible occasion when an immediate family member or significant person:
- a. Contracts or develops a personal illness that poses a serious threat to their life;
  - b. Sustains a personal injury that poses a serious threat to their life;
  - c. Dies.

- 35.2. An employee must give notice of taking compassionate leave as soon as practicable and must advise the employer of the period or expected period of the leave.
- 35.3. A casual employee may take unpaid compassionate leave in accordance with the provisions of Clause 35.1.
- 35.4. Where the period of entitlement to compassionate leave occurs during any other period of leave, the employee may use compassionate leave entitlement in lieu of the other leave.
- 35.5. An employee must give evidence to the satisfaction of the employer that compassionate leave was taken in accordance with the provisions of Clause 35.1.

### **36. LONG SERVICE LEAVE**

- 36.1. All employees shall be entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Victoria).
- 36.2. Each employee shall be entitled to long service leave on the completion of seven (7) years of continuous service, at a rate of one (1) week for every sixty (60) weeks of continuous employment with an employer.
- 36.3. Pro rata long service leave may be taken by the employee after five (5) years of continuous service.
- 36.4. The employer will participate in the portable long service leave scheme established by the *Long Service Benefits Portability Act 2018* (Victoria) with respect to eligible employees.

### **37. PARENTAL LEAVE**

- 37.1. Subject to the terms of this clause employees are entitled to Parental Leave and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 37.2. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 37.3. An eligible casual employee means a casual employee:
  - a. employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months; and

- b. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 37.4. The employer must not fail to re-engage a casual employee because:
- a. the employee or employee's partner is pregnant; or
  - b. the employee is or has been immediately absent on parental leave.
- 37.5. The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **Definitions**

- 37.6. For the purpose of this clause, child means a child of the employee under the age of one (1) year, except for adoption or permanent placement of a child where 'child' means a person under the age of sixteen (16) years who is placed with the employee for the purposes of adoption, statutory kinship or other permanent care order, other than a child or step-child of the employee or of the spouse/partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

### **Basic Entitlement**

- 37.7. After twelve (12) months continuous service employees shall be entitled to a combined total of fifty-two (52) weeks unpaid and paid Parental Leave in relation to the birth or adoption of their child, in line with the Act and the NES.
- 37.8. The employer will provide eligible employees, who will be the parent or lawful guardian of a child, up to twelve (12) weeks paid Parental Leave, in addition to any payments provided under the Government Paid Parental Leave Scheme.
- 37.9. In the circumstances of an employee couple, Parental Leave will be available to only one employee parent at a time, except that both parents may concurrently take up to eight (8) weeks of leave for the birth or adoption of the child. This concurrent leave must be taken within twelve (12) months of the birth, adoption or permanent placement of the child.
- 37.10. Paid or unpaid parental leave will not extend past the expiration date of an employee's contract.
- 37.11. An employee who takes paid Parental Leave may request an extension of unpaid parental leave for a further period of up to twelve (12) months immediately following the initial period of leave.

### **Notice Requirements**

- 37.12. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave at least ten (10) weeks written notice of the expected date of birth, adoption or placement, together with:
- a. certificate from a registered medical practitioner confirming the pregnancy and the expected date of the birth; or
  - b. confirmation of the placement of a child from the appropriate government authority; and
  - c. a statutory declaration stating that for the period of parental leave they shall not engage in any conduct inconsistent with their contract of employment.
- 37.13. An employee shall not be in breach of Clause 37.12 if failure to provide the stipulated notice arises from commencement of parental leave earlier than ten (10) weeks before the expected date of birth, adoption or placement. In these circumstances notice of commencement of parental leave must be given as soon as is practicable, which may be a time after the leave has commenced.
- 37.14. Where a pregnant employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.
- 37.15. Within the six (6) week period prior to the expected date of birth, if the employee fails to provide a medical certificate within seven (7) days of a request for such by the employer, or if the medical certificate states that the employee is not fit to work at all, the employer can require the employee to commence Parental Leave.
- 37.16. Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

#### **Special Parental Leave**

- 37.17. If an employee's pregnancy ends during the first twenty (20) weeks, the employee may take accrued Personal / Sick Leave or unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- 37.18. If an employee's pregnancy ends after twenty (20) weeks other than by the birth of a living child, the employee may access up to four (4) weeks paid Parental Leave or unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.



37.19. If the pregnancy of an employee's partner ends after twenty (20) weeks other than by the birth of a living child, the employee may take accrued Personal / Sick or Carer's Leave or unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.

**Extension of unpaid parental leave**

37.20. An employee may request an extension of up to twelve (12) months additional unpaid leave to be taken immediately following the initial twelve (12) months parental leave period, provided that the total period of shared parental leave (in the case of an employee couple) will not exceed twenty-four (24) months.

37.21. The request must be made in writing at least four (4) weeks prior to the end of the current parental leave period, and must include details of any paid or unpaid parental leave already taken, or planned to be taken, by the employee's partner.

37.22. The employer will respond to the request in writing within twenty-one (21) days of the request being made.

37.23. The employer may refuse the request only on reasonable business grounds and only after giving the employee a reasonable opportunity to discuss the request.

37.24. If the employer refuses the request, the written response must include details of the reasons for the refusal.

**Parental Leave and other entitlements**

37.25. An employee may, in lieu of or in conjunction with Parental Leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks.

**Part-Time Work during Pregnancy**

37.26. With the agreement of the employer, an employee may work part-time in one or more periods while they are pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

**Transfer to a safe job**

37.27. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present position, the employee shall, if the employer deems it practicable, be transferred to a safe job until the commencement of parental leave.

37.28. An appropriate safe job is a safe job that has:

- a. the same ordinary hours of work as the employee's present position; or
  - b. a different number of ordinary hours agreed to by the employee.
- 37.29. If the employee is transferred to an appropriate safe job for the risk period, the employer will pay the employee for the safe job at the employee's full rate of pay (for the position they were in before the transfer) for the hours worked in the risk period.
- 37.30. If there is no appropriate safe job available, a pregnant employee who is entitled to Parental Leave may take paid no safe job leave for the risk period. No safe job leave will be paid at the employee's base rate of pay for the ordinary hours of work during the risk period. An employee who is not entitled to Parental Leave may take unpaid no safe job leave in these circumstances.
- 37.31. If an employee is on paid no safe job leave during the six (6) week period before the expected date of birth of the child, and the employee has failed to comply with a request by the employer for a medical certificate stating whether the employee is fit for work, or if the medical certificate states that the employee is not fit to work at all, the employer may require the employee to commence parental leave.

#### **Consultation during Parental Leave**

- 37.32. Where an employee is on Parental Leave and prior to a definite decision being made to introduce significant change at the workplace, the employer will take all reasonable steps to:
- a. make information available in relation to any significant effect the change will have on the status, pay or location of the position the employee held before commencing Parental Leave (or the position held before transferring to a safe job); and
  - b. provide an opportunity for the employee to discuss any significant effect the change will have on the position the employee held before commencing parental leave (or the position held before transferring to a safe job).
- 37.33. During a period of Parental Leave, the employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of Parental Leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 37.34. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 37.33.

### **Keeping in Touch Days**

- 37.35. During a period of Parental Leave an employee may, by agreement with the employer, access up to ten (10) Keeping in Touch Days, with an additional ten (10) days available if the employee extends their period of Parental Leave beyond twelve (12) months.
- 37.36. A Keeping in Touch Day is a paid work activity of one or more hours in a day for the purposes of keeping up to date with the workplace, refreshing skills and/or assisting a transition back to work.
- 37.37. The use of Keeping in Touch Days will not extend beyond the Parental Leave period.
- 37.38. Keeping in Touch Days are available to the employee by agreement with the employer, and the employer cannot require the employee to use Keeping in Touch Days during Parental Leave.
- 37.39. When utilised by agreement between the employee and the employer, Keeping in Touch Days can be worked as part days or full days, and the employee will be paid for the hours worked at their normal base rate of pay.
- 37.40. A Keeping in Touch Day cannot be worked earlier than fourteen (14) days after the birth or adoption of a child, and cannot generally be worked earlier than forty-two (42) days after the birth or adoption unless by specific request of the employee.

### **Returning to Work**

- 37.41. An employee will notify the employer of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the end of the leave.
- 37.42. An employee will be entitled to the position which they held immediately before proceeding on Parental Leave. In the case of an employee transferred to a safe job, the employee will be entitled to return to the position they held immediately before such transfer.
- 37.43. Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **Replacement employees**

- 37.44. A replacement employee is an employee specifically engaged, or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave or returning from Parental Leave in a part-time capacity.

- 37.45. Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.

#### **Requests for Flexible Work Arrangements**

- 37.46. An employee returning to work from Parental Leave has a right to request flexible work arrangements, including a request to work on a part-time basis in one or more periods until the child reaches school age.
- 37.47. The employee's request must be made in writing to the employer as soon as possible and not less than six (6) weeks prior to the employee's intended return to work.
- 37.48. The employer will consider the request and provide a written response within twenty-one (21) days of receipt of the request. The employer may only refuse the request on reasonable business grounds, which must be specified in writing.
- 37.49. Commencement of part-time work under this clause, and return from part-time work to full time work under this clause, shall not break the continuity of service or employment.

### **38. STUDY LEAVE & PROFESSIONAL DEVELOPMENT AND TRAINING**

#### **Study Leave**

- 38.1. An employee (except a casual employee) may be granted up to six (6) days Study Leave per year (pro rata and non-cumulative) without loss of pay to undertake an approved study course of direct relevance and benefit to the organisation.
- 38.2. Study Leave may be taken at times agreed between the employer and employee, taking into consideration the employer's reasonable business requirements
- 38.3. The purpose for which Study Leave may be taken can include attendance at classes, workshops, assessments or examinations. Approved Study leave may be taken in part days, whole days or a block of time by negotiation.
- 38.4. The employee will be required to apportion lectures and tutorials to hours outside of work. Where this is not possible, the employee may, by agreement with the employer, utilise Study Leave for this purpose.
- 38.5. Applications for Study Leave must be made in advance and can be made for a full year of study or part thereof. Study Leave will be subject to an annual application process.

#### **Other Professional Development & Training**

- 38.6. An employee may be granted leave without loss of pay to attend agreed short courses, training, seminars, workshops and conferences. Such professional development and training will be determined by agreement between the employee and employer, in accordance with the requirements of the employee's role, their workplan, organisational priorities and budgetary considerations.

### **39. UNPAID LEAVE AND CAREER BREAKS**

- 39.1. After two (2) years continuous service, an employee (except casual employees) shall be able to request unpaid leave, up to a maximum of 12 months, for personal, career or professional development purposes. Unpaid leave requests may be granted at the discretion of the employer, based on operational requirements.
- 39.2. Any absence on unpaid leave, as described in Clause 39.1, will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of this Agreement.

### **40. FAMILY & DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE**

- 40.1. The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is committed to providing support to staff that experience family and domestic violence and sexual assault.
- 40.2. The employer accepts the definition of family violence in the *Family Violence Protection Act 2008* (Victoria). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member and/or former partner (as defined by the Act).
- 40.3. For the purposes of this clause sexual assault is defined as sexual actions without consent. This can include coercion, physical force, rape, being forced to watch or engage in pornography, enforced prostitution or being made to have sex with other people.
- 40.4. An employee (excepting casual employees) experiencing family violence may access up to twenty (20) days per year (non-cumulative) of paid leave for the purpose of activities associated with the experience of family and domestic violence.
- 40.5. The leave is available at the start of each twelve (12) month period of the employee's employment, and will not accumulate from year to year. Any accrued but unused leave under this clause will not be paid out on termination of employment to an employee.
- 40.6. An employee who is supporting an immediate family or member of their household, or other significant persons experiencing family and domestic violence may access

up to three (3) days per year (non-cumulative) of paid leave for the purpose of activities associated with the experience of family and domestic violence.

- 40.7. An employee experiencing sexual assault is also entitled to take leave in accordance with this clause.
- 40.8. Family and domestic violence and sexual assault leave is not applied on a pro rata basis to part-time employees.
- 40.9. Employees are required to notify the employer as soon as practicable that Family & Domestic Violence and Sexual Assault leave is being taken.
- 40.10. Evidence may be required by the employer and can be in the form of an agreed document issued by the police, a court, a doctor, nurse, lawyer, psychologist, counsellor or family violence support service. A signed statutory declaration by the employee can also be offered as evidence.
- 40.11. All personal information concerning family and domestic violence and sexual assault will be kept confidential in line with relevant legislation. No information about family and domestic violence and/or sexual assault (with the exception of leave records) will be kept on an employee's personnel file without their express written permission.
- 40.12. Understanding the traumatic nature of family violence, the employer will support the employee if they have difficulties performing their tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence and/or sexual assault.
- 40.13. The employer will identify two (2) family violence contacts within the organisation who will be trained to support employees experiencing family violence.
- 40.14. An employee experiencing family and domestic violence and/or sexual assault may raise the issue with an identified family violence contact, a manager or the CEO.
- 40.15. The employer will develop policies and procedures to supplement this clause and which detail the appropriate action to be taken when an employee reports family violence or sexual assault.
- 40.16. In order to provide support to an employee experiencing family and domestic violence and/or sexual assault and to provide a safe work environment for all employees, the employer will approve any reasonable request from an employee experiencing family and domestic violence and/or sexual assault for:
  - a. changes to their work hours or work patterns where possible;

- b. job re-design or changes to duties where possible;
- c. changes to the employee's telephone number or email address to avoid harassing contact;
- d. any other appropriate measure, including those available under existing provisions for flexible work arrangements.

40.17. An employee experiencing family and domestic violence or sexual assault will be provided with information regarding appropriate counselling and support services.

#### **41. PUBLIC HOLIDAYS**

- 41.1. Public holidays will be paid in accordance with the NES.
- 41.2. A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any payment for such a public holiday, unless they are required to work on a public holiday.
- 41.3. An employee required to work on a public holiday will be paid double time and half of their ordinary rate of pay for all time worked.
- 41.4. Payments under this clause are instead of any additional rate for overtime or weekend work which would otherwise be payable had the shift not been a public holiday.

#### **42. CEREMONIAL LEAVE**

- 42.1. An Aboriginal or Torres Strait Islander employee who is required by indigenous tradition to be absent from work for ceremonial purposes will be entitled to up to three (3) days paid Ceremonial Leave in any one year (non-cumulative).
- 42.2. An Aboriginal or Torres Strait Islander employee who is required by indigenous tradition to be absent from work for ceremonial purposes will be entitled to up to another ten (10) days unpaid Ceremonial Leave in any one year (non-cumulative).
- 42.3. The employer may request reasonable evidence to support the employee's application for leave.

#### **43. EXCEPTIONAL CIRCUMSTANCES LEAVE**

- 43.1. Periods of unpaid leave may be taken by employees when they have suffered a significant and traumatic event. Access to such leave is at CEO discretion on receipt from the employee of a written application with a specified date of return to work.

#### **44. UNION DELEGATE LEAVE**

- 44.1. Employees who are elected union delegates may take paid leave up to four (4) days paid leave over two (2) calendar years per delegate, up to a maximum of two (2) delegates, to attend courses conducted by an approved and accredited training provider agreed by the parties, for the purposes of enhancing the operation of effective settlement of disputes and dispute resolution procedures.
- 44.2. Two (2) weeks' notice is to be given to the employer by the delegate.
- 44.3. The taking of leave is by prior agreement with the employer having regards to operational requirements.
- 44.4. Leave is to be taken within contracted hours and not additional to contracted hours.
- 44.5. The leave shall be paid at the delegate's base rate of pay. Leave is not cumulative.

#### **45. JURY SERVICE**

- 45.1. All employees (including casual employees) who are required to attend for Jury Service, including Jury Selection, during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of ordinary salary that the employee would have received in respect of the ordinary time they would have worked had they not been in Jury Service.
- 45.2. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

#### **46. COMMUNITY SERVICE LEAVE**

- 46.1. The employer will allow an employee (including casual employees) who is a member of, or has a member like association with, an eligible community service including, but not limited to, the Country Fire Authority, State Emergency Service, Red Cross or St John Ambulance to be released from normal duty to assist in regard to a voluntary emergency management activity.
- 46.2. Voluntary emergency management activity means an activity that involves dealing with an emergency or natural disaster. Community service leave for this purpose will be unpaid. The employee may choose to apply to use any accrued paid leave to which they are entitled.
- 46.3. An employee released to perform volunteer emergency duty will not be required to attend for work for the period of time that the employee is engaged in the eligible



community service activity including travelling time. The time taken must be reasonable in the circumstances.

- 46.4. An employee released to perform volunteer emergency duty will not be required to re-attend for work within ten (10) hours of completion of the volunteer duty, including travelling time.
- 46.5. The employer can require notice of the absence as soon as practicable and can require an indication of the expected period of absence.
- 46.6. The employer may request confirmation in writing from the relevant authority that the employee was engaged in the community service activity.

#### **47. BLOOD DONOR LEAVE**

- 47.1. Employees (excepting casuals) may be granted paid leave, for up to two (2) hours every (3) three months, for the purpose of donating blood products. Reasonable evidence may be required by the employer.

### **PART 7 - EMPLOYEE SUPPORT**

#### **48. EMPLOYEE ASSISTANCE PROGRAM**

- 48.1. All employees will have access to an employer-funded Employee Assistance Program.

#### **49. REASONABLE ADJUSTMENT**

- 49.1. Reasonable adjustments are changes to the work environment that enable employees with disabilities to work safely and productively, to perform the genuine and reasonable requirements of their employment.
- 49.2. Reasonable adjustments will be available to employees requiring reasonable accommodations in the workplace to facilitate their participation in the work of the organisation, in accordance with applicable anti-discrimination legislation.
- 49.3. The employer will ensure that it has a documented and published policy and procedure for accessing reasonable adjustments.

#### **50. CLINICAL SUPERVISION**

- 50.1. The employer acknowledges the potential for employees to experience vicarious trauma arising from direct and indirect exposure to the experiences of violence and abuse by children, women and people with disabilities.
- 50.2. To respond to, monitor and manage the impact of vicarious trauma the employer shall make available to all employees the opportunity to participate in a program of

external clinical supervision and debriefs by appropriately qualified external providers.

50.3. Clinical supervision may include individual and group supervision, face-to-face or by use of technology.

50.4. The employer will ensure that it has a documented and published policy and procedure for accessing Clinical Supervision.

## **51. BREAST FEEDING**

51.1. The employer will provide private and comfortable areas at work for employees who are breastfeeding to enable them to express breast milk or breast feed children while at work.

## **52. WORKING FROM HOME**

52.1. The employer acknowledges the potential benefits of employees having access to working from home arrangements to support and improve work-life balance.

52.2. With prior approval from the relevant manager or CEO, employees may work from home.

52.3. When making a working from home agreement, the employer and employee must have regard to operational requirements, role requirements and occupational health and safety.

52.4. The employer will ensure that it has a documented and published policy and procedure for accessing working from home arrangements.

## **53. INFLUENZA VACCINATIONS**

53.1. The employer will provide access to influenza vaccinations on an annual basis, at the employer's expense, to employees wishing to participate. Where the vaccination is not provided or cannot be undertaken at the workplace, employees may make private arrangements to be vaccinated.

53.2. Reimbursement will be provided for the cost of the influenza vaccine and reasonable travel costs upon submission of written evidence and completed expenses reimbursement form.

## **54. INDIVIDUAL FLEXIBILITY**

54.1. An employer and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

a. The Agreement deals with one (1) or more of the following matters:

- i. arrangements about when work is performed; or
    - ii. overtime rates; or
    - iii. penalty rates;
    - iv. allowances; or
    - v. annual leave loading; and
  - b. The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 54.1.a; and
  - c. The arrangement is genuinely agreed to by the employer and employee.
- 54.2. The employer must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 54.3. The employer must ensure that the individual flexibility arrangement:
- a. is in writing; and
  - b. includes the name of the employer and employee; and
  - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e. states the day on which the arrangement commences.
- 54.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 54.5. The employer or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if the employer and employee agree in writing—at any time.



## **SCHEDULE A - CLASSIFICATION STRUCTURE**

### **SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 2**

#### **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 level4 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.

#### **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.

### **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 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.

**SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 3**

**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.

### **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 subclause 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 coordination with other services and programmes.

### **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 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.

**SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 4**

**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.

#### **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.

#### **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.

## **SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVELS**

### **5.1 Characteristics of the level**

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

priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

- e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the cooperation 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 multidisciplinary advice.

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

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

### **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;
- v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

**c) Organisational relationships**

- i) work under general direction;
- ii) supervise other employees and/or volunteers.

**d) Extent of authority**

- i) exercise a degree of autonomy;
- ii) control projects and/or programs;
- iii) set outcomes for lower classified staff;
- iv) establish priorities and monitor work flow in areas of responsibility; or
- v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

**SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 6**

**6.1 Characteristics of the level**

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



outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

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

## **6.2 Responsibilities**

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

- a) undertake significant projects and/or functions involving the use of analytical skills;
- b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- f) provide advice on matters of complexity within the work area and/or specialised area;
- g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- h) exercise autonomy in establishing the operation of the work area;
- i) provide a consultancy service for a range of activities and/or to a wide range of clients;

- j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - i) provide support to a range of activities or programs;
  - ii) control and co-ordinate projects;
  - iii) contribute to the development of new procedures and methodology;
  - iv) provide expert advice and assistance relevant to the work area;
  - v) supervise/manage the operation of a work area and monitor work outcomes;
  - vi) supervise on occasions other specialised staff;
  - vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
  - viii) provide consultancy services for a range of activities.

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

#### **b) Prerequisites**

- i) degree with substantial experience;
- ii) post graduate qualification;
- iii) associate diploma with substantial experience;
- iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

**c) Organisational relationships**

- i) works under limited direction from senior employees of the Committee of Management or Board;
- ii) supervision of staff.

**d) Extent of authority**

- i) exercise a degree of autonomy;
- ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- iii) has significant delegated authority;
- iv) selection of methods and techniques based on sound judgment;
- v) manage significant projects and/or functions;
- vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

**SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 7**

**7.1 Characteristics of the level**

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

- e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

## **7.2 Responsibilities**

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

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

## **7.3 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) comprehensive knowledge of policies and procedures;

- ii) application of a high level of discipline knowledge;
- iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
- iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

**b) Organisational relationships**

- i) works under limited direction;
- ii) normally supervises other employees and establishes and monitors work outcomes.

**c) Extent of authority**

- i) may manage section or organisation;
- ii) has significant delegated authority;
- iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

**SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 8**

**8.1 Characteristics of this level**

- a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals

and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

- d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialization.
- g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

## **8.2 Responsibilities**

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

- a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- f) administer complex policy and program matters;
- g) may offer consultancy service;

- h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - i) contribute to the development of operational policy;
  - ii) assess and review the standards of work of other specialised personnel/external consultants;
  - iii) initiate and formulate organisational programs;
  - iv) implement organisational objectives within corporate goals;
  - v) develop and recommend ongoing plans and programs.

### **8.3 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) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- ii) detailed knowledge of statutory requirements.

#### **b) Prerequisites**

- i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
- ii) substantial post graduate experience;
- iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

## SCHEDULE B - PAY TABLE

### 1. MINIMUM CLASSIFICATION LEVEL – EXISTING EMPLOYEES

1.1. The table below represents the indicative minimum classification levels for each position which exists at Women with Disabilities Victoria (WDV) at the date of lodgment of this Agreement for approval.

WDV Classification	SACS (VIC) SCHCADS Classification	Pre-modern award Classification
Level 2, 3 <sup>rd</sup> Year	Level 2 – pay point 3	Community development worker, Class I, 3 <sup>rd</sup> year
Level 3, 1 <sup>st</sup> Year	Level 3 – pay point 1	Community development worker, Class I, 2 <sup>nd</sup> year
Level 3, 2 <sup>nd</sup> Year	Level 3 – pay point 2	Community development worker, Class I, 3 <sup>rd</sup> year
Level 3, 3 <sup>rd</sup> Year	Level 3 – pay point 3	Community development worker, Class I, 2 <sup>nd</sup> year
Level 3, 4 <sup>th</sup> Year	Level 3 – pay point 4	Community development worker, Class I, 4 <sup>th</sup> year
Level 3, 5 <sup>th</sup> Year	Level 3 – pay point 4	Community development worker, Class I, 4 <sup>th</sup> year
Level 4, 1 <sup>st</sup> Year	Level 4 – pay point 2	Community development worker, Class II (a), 2 <sup>nd</sup> year
Level 4, 2 <sup>nd</sup> Year	Level 4 – pay point 3	Community development worker, Class II (a), 3 <sup>rd</sup> year
Level 4, 3 <sup>rd</sup> Year	Level 4 – pay point 4	Community development worker, Class II (b), 4 <sup>th</sup> year
Level 4, 4 <sup>th</sup> Year	Level 5 – pay point 1	Community development worker, Class II (a), 1 <sup>st</sup> year
Level 5, 1 <sup>st</sup> Year	Level 5 – pay point 2	Community development worker, Class II (a), 2 <sup>nd</sup> year
Level 5, 3 <sup>rd</sup> Year	Level 6 – pay point 2	Community development worker, Class II (b), 2 <sup>nd</sup> year
Level 5, 4 <sup>th</sup> Year	Level 7 – pay point 1	Community development worker, Class III, 1 <sup>st</sup> year

1.2. All employees employed under the previous WDV classification structure will be translated to the new classification structure on approval of this Agreement.

1.3. Where an employee translates to a Level with a higher rate of pay they will receive the rate backdated to 1 July 2020.

1.4. Where an employee translates to a Level with a lower rate of pay their previous rate of pay will be maintained for the duration of their contract.

1.5. Nothing in this Schedule B precludes an employee being paid at a rate that is higher than their indicative Level, and this will be determined at WDV's discretion.

### 2. NEW POSITIONS

2.1. Where WDV creates new positions within the organisation throughout the life of this Agreement, those positions will be classified and paid in accordance with the appropriate SCHCADS Award Classification Levels.

2.2. The appropriate classification level means the Community Development Workers classifications under the Social and Community Services (Victoria) Award 2000 [AP796561] transitioning to the Community Service Employees classifications in the Social, Community, Home Care and Disability Services Award 2010, Schedule B. Under



the Social and Community Services (Victoria) Award 2000 [AP796561] the Community Development Workers classifications include Class I, Class II(a), Class II(b) and Class III.

## **SIGNATORIES**

**Signed for and on behalf of the Employer, Women with Disabilities Victoria:**

Signature:

Leah van Poppel  
Chief Executive Officer

Workplace Address:

Level 9, 255 Bourke Street, Melbourne VIC 3000

Phone: 03 9286 7800 Email: wdv@wdv.org.au

Authority: Chief Executive Officer of the Employer

In the presence of:

Signature

Name:

Date:

**Signed for and on behalf of the Employees** by the Australian Municipal, Administrative, Clerical and Services Union otherwise known as the Australian Services Union (ASU)

Signature:

Name

Title

Address:

116 Queensberry Street, Carlton South VIC 3053

Ph: 03 9342 1400 Email

Authority: In accordance with the registered Rules of the Australian Services Union

In the presence of:

Signature

Name:

Date: