

Health and Community Services Union (HACSU)

And

Department of Human Services (DHS)

**DISABILITY SERVICES
ENTERPRISE AGREEMENT
2012 – 2016**

HACSU DEPARTMENT OF HUMAN SERVICES DISABILITY SERVICES ENTERPRISE AGREEMENT 2012 - 2016

PART 1 – APPLICATION & OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the *HACSU Department of Human Services Disability Services Enterprise Agreement 2012 - 2016* (hereinafter referred to as "this Agreement").

2. ARRANGEMENT

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3. LOCALITY OF AGREEMENT

3.1 This Agreement shall operate throughout the State of Victoria.

4. COVERAGE OF AGREEMENT

4.1 This Agreement covers:

4.1.1 The Crown in the Right of the State of Victoria, and to any successor, assignee or transmittee to or of the business or part of the business of the State of Victoria comprising the provision of services for people with a disability, including a corporation that has acquired or taken over the business or part of the business of the State of Victoria ('the Employer'); and

4.1.2 Each and every person employed by the Employer who is a member of, or is eligible to be a member of, the Union (including fixed term, part-time and casual Employees) engaged in the performance of work in or in connection with disability services; and

4.1.3 The Union entitled to be covered by the Agreement in accordance with **section 183** of the *Fair Work Act 2009* (Cth).

5. RELATIONSHIP WITH AWARD AND PREVIOUS CERTIFIED AGREEMENTS

5.1 For the avoidance of doubt the National Employment Standards (NES) prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

5.2 It is the intention of the parties that all provisions of the *HSUA Department of Human Services Disability Services Enterprise Agreement 2008-2012* insofar as they are permitted matters will be maintained in this new Agreement except where expressly varied.

5.3 This comprehensive enterprise agreement has been modified from *HSUA Department of Human Services Disability Services Enterprise Agreement 2008-2012* to:

5.3.1 Reflect the new entitlements and arrangements arising from the *Heads of Agreement between the Department of Human Services and the Health and Community Services Union 2012 dated 17 December 2012*.

5.4 This Agreement is intended to be a comprehensive agreement and includes terms which had previously been contained in the *Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award 2003* [PR930446 [AW823579]] (the "Principal Award") and the *HSUA Department of Human Services Intellectual Disability Services Award 1998* [H0914, Print Q4889] ("the MX Award").

5.5 Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them.

6. SAVINGS

6.1 Nothing in this Agreement will diminish any entitlement which Employees covered by this Agreement had immediately prior to this Agreement coming into effect, except where expressly varied by this Agreement.

7. DATE AND PERIOD OF OPERATION

7.1 The Agreement comes into operation 7 days after the date that it is approved by the Fair Work Commission and will nominally expire on 30 November 2016. This

Agreement shall continue to be in force after the expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).

- 7.2** With the aim of avoiding protracted negotiations for a new agreement, HACSU and the Employer agree to a renegotiation period. The renegotiation period shall be from 1 August 2016 until 30 November 2016. The aim of the renegotiation period is to permit a new agreement to be reached in 2016.
- 7.3** To meet this objective, HACSU and the Employer agree that:
 - 7.3.1** Each will provide any proposals for change to the agreement by 1 July 2016.
 - 7.3.2** They will meet regularly to progress negotiations in good faith. In this context, small working groups may be established to examine particular areas of disagreement.
 - 7.3.3** The person/s responsible for negotiating will bring with them the necessary authority to finalise an agreement.
 - 7.3.4** Where agreement is not reached by 1 November 2016, the parties will seek the assistance of a mutually agreed conciliator or FWC. This does not prevent the parties seeking assistance, by agreement, on any individual issue which is creating an impasse.
 - 7.3.5** Should conciliation be sought, then the parties to the conciliation may agree to an extension to the negotiation period.
- 7.4** During this period HACSU and the Employer will not act in a manner that is designed to frustrate good faith bargaining.

8. NO FURTHER CLAIMS

- 8.1** HACSU and the Employer and their respective Employees bound by this Agreement acknowledge and agree that:
 - 8.1.1** This Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all HACSU and Employer claims made before and during those negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining periods);
 - 8.1.2** This Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and
 - 8.1.3** they will not pursue any extra claims during the term of this Agreement.

9. VARIATION TO AGREEMENT

- 9.1** The Employer and HACSU agree to review and rewrite (vary) the agreement in simple and plain language (where practicable). In doing so the review is not to change any right, entitlement or condition of the agreement. When concluded and subject to final agreement between the Employer and HACSU the agreement will be varied in accordance with the FW Act or its successor. Any additional changes cannot have a financial cost associated with them

10. DEFINITIONS

- 10.1** In this Agreement, unless inconsistent with the context or subject matter, the following definitions apply:
 - 10.1.1** "**Adult**" means a person of 21 years of age or over.

- 10.1.2 "Casual Employee"** means a person employed on a casual basis.
- 10.1.3 "Classification"** means the level, grade or class assigned by this Agreement to a position in a particular field of work.
- 10.1.4 "FWC"** means Fair Work Commission or successor.
- 10.1.5 "Designation"** means the description or title of a position or the title of an Employee.
- 10.1.6 "Employee"** means a person employed by the Department of Human Services and eligible to be a member of the Health Services Union of Australia.
- 10.1.7 "Employer"** means the Department of Human Services or its successor.
- 10.1.8 "Fixed term Employee"** means an Employee who is temporarily employed for a specified term.
- 10.1.9 "HACSU"** means Health and Community Services Union (Health Services Union Victoria No. 2 Branch).
- 10.1.10 "HACSU Central"** means the central office of HACSU or an officer or Employee thereof.
- 10.1.11 NES** means the National Employment Standards as contained in the Fair Work Act 2009 (Cth) or successor.
- 10.1.12 "Qualifications"** includes skill and experience.
- 10.1.13 "Registered health practitioner"** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- 10.1.14 "Salary"** means the remuneration specified in sub-clause 22.2 and Schedule F in respect of a position.
- 10.1.15 "Spouse"** shall be deemed and taken to include the partner of a de facto marriage, proof of which is to be established on the provision of reasonable evidence, such as a statutory declaration, that the Employee and de facto partner are normally accommodated as a family unit and shall include same sex partners. (See also definition of '**Substantially dependent spouse**').
- 10.1.16 "State of Victoria or Department"** means the Department of Human Services
- 10.1.17 "Substantially dependent child"** means a child under the age of 16 years, or a student under the age of 21 years if attending full-time at a school, college or university.
- 10.1.18 "Substantially dependent spouse"** means a spouse, including same sex partners, whose total income, including income in addition to salary and wages, is less than the adult minimum wage rate for Victoria as decided from time to time by Fair Work Commission or its successor.
- 10.1.19 "Total emolument"** means the total remuneration payable to an Employee when all allowances to which such Employee is entitled are taken into account in addition to the salary or wage payable to such Employee.
- 10.1.20 "Union"** means Health and Community Services Union (Health Services Union Victoria No. 2 Branch).

11. ANTI DISCRIMINATION

- 11.1** It is the intention of the respondents to this Agreement to achieve the principal object in **s.3** of the *Fair Work Act 2009* (Cth) through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
- 11.2** Under the *Commonwealth Defence Reserve Service (Protection) Act 2001* (Cth), it is the intention of the respondents to this Agreement to prevent and eliminate discrimination against persons providing defence services to the Australian community in the circumstances of volunteering to serve; actually serving; becoming liable in the future to serve; or having previously served.
- 11.3** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operations are directly or indirectly discriminatory in their effects.
- 11.4** Nothing in this clause is taken to affect:
- 11.4.1** any different treatment (or treatment having different effects) which is specifically exempt under the Commonwealth anti-discrimination legislation;
- 11.4.2** an Employee, the Employer or a registered Organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 11.4.3** the exemption in **s.772(2)** of the *Fair Work Act 2009* (Cth).

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. INTRODUCTION OF CHANGE

- 12.1** Where the Employer has made a definite decision to introduce major changes in program or service delivery that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected and HACSU Central.
- 12.2** The Employer shall discuss with the Employees affected and HACSU the changes to be introduced, the effects the changes are likely to have on Employees, and measures to avert or mitigate the adverse effects of such changes on Employees. The Employer shall give prompt consideration to matters raised by the Employees and/or HACSU in relation to the changes.
- 12.3** The discussion shall commence as early as practicable after a definite decision has been made by the Employer to introduce major changes.
- 12.4** For the purposes of such discussions, the Employer shall provide to the Employees concerned and HACSU, all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

13. DISPUTE SETTLING PROCEDURES

13.1 Resolution of disputes and grievances

- 13.1.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with

this clause. This includes a dispute or grievance about whether an Employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

13.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

13.1.3 The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.

13.2 Obligations

13.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

13.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

13.2.3 No person covered by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

13.3 Agreement and dispute settlement facilitation

13.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

13.3.1(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

13.3.1(b) Endeavouring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or,

13.3.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

13.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

13.4 Discussion of grievance or dispute

13.4.1 The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

13.4.2 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure, which may include the Divisional Executive Director or other senior representative of the Employer appointed for the purpose of this procedure.

13.5 Internal process

13.5.1 If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process (see also Clause 17 and/or Clause 20) the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following principles:

13.5.1(a) The rules of natural justice;

13.5.1(b) Provide for mediation or conciliation of the grievance;

13.5.1(c) Provide that the Employers will take into consideration any views on who should conduct the review; and

13.5.1(d) be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

13.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

13.5.3 If the matter is not settled, either Party may refer the matter to the Fair Work Commission.

13.6 Disputes of a Collective Character

13.6.1 The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to FWC.

13.6.2 No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC.

13.7 Conciliation

13.7.1 Where a dispute or grievance is referred, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

13.7.2 This may include arranging:

13.7.2(a) conferences of the parties to the dispute or their representatives presided over by the member; and,

13.7.2(b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

13.7.3 Conciliation before FWC shall be regarded as completed when:

13.7.3(a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or,

13.7.3(b) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,

13.7.3(c) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

13.8 Arbitration

- 13.8.1** If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- 13.8.2** Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 13.8.3** Subject to **sub-clause 13.8.4** below, the determination of FWC is binding upon the persons covered by this Agreement.
- 13.8.4** An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

13.9 Conduct of Matters Before FWC

- 13.9.1** Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWC may conduct the matter in accordance with **Subdivision B of Division 3 of Part 5-1** of the *Fair Work Act 2009* (Cth).

14. WORKFORCE PARTICIPATION, INFORMATION & DELEGATES' RIGHTS

14.1 Introduction

- 14.1.1** The parties are committed to ensuring proper consultation occurs at the Central, Divisional and workplace levels.
- 14.1.2** Consultation means providing Employees with the opportunity to have a genuine say about work related issues and an opportunity to influence decision-making that affects them at work.
- 14.1.3** The purpose is to ensure that the workforce is well informed and has dialogue about matters of mutual interest, are able to engage in discussion on departmental initiatives, and have the capacity to raise and have resolved issues of concern.
- 14.1.4** Workforce participation and consultation is essential for the effective and efficient overall service delivery. It is recognised that Disability Services Employees have made a significant and positive contribution to the care and developmental opportunities for people with disabilities and the organisational arrangements in which they work. This has been central to quality service delivery outcomes.
- 14.1.5** HACSU delegates hold a vital position(s) in assisting Employees to participate in workplace consultation and in dispute resolution with the Employer. To assist in maintaining the settlement of disputes and preventing and resolving further disputes about matters pertaining to the employment relationship, HACSU delegates will be involved in workplace consultation and issue resolution as provided for in this Agreement.

14.2 Facilitating Participation

- 14.2.1** Either time release or paid time (includes time in lieu) and, where necessary, appropriate backfill should be utilised at the workplace to facilitate representatives' participation in accordance with the Agreement.
- 14.2.2** Reasonable access to time release or paid time will be determined where delegates seek prior approval to be released from normal duties. The parties will

consult as to the appropriate arrangements to apply and agreement shall not be unreasonably withheld.

14.3 Arrangements for Workplace Consultative Committees

- 14.3.1** Formal consultative arrangements through consultative committees will be established by local agreement between the Employer and HACSU delegates (**Committees**).
- 14.3.2** The Committees will consist of nominated HACSU and Employer representatives. Employer representatives shall be of sufficient seniority and hold the necessary delegated authority to discuss and conclude agreement on issues.
- 14.3.3** The Committees will meet at least monthly and deal with issues of area/local service delivery, local OH&S issues, local rostering and workplace change issues, Employees' professional development and training needs, workforce recruitment and retention, processes to enhance local resolution of Employee grievances and other matters raised by participants.

14.4 Time of Attendance at Consultative Committee Meetings

- 14.4.1** Delegates will be given every opportunity to participate in the Committees and will be provided with transport or mileage compensation at agreement rates and time release or paid time to attend Committee meetings. Where an Employee attends a Committee meeting on their rostered day off, time in lieu or paid time will be granted for the time of attendance plus reasonable travelling time.

14.5 Central Consultative Committee

- 14.5.1** The Employer and HACSU shall maintain consultative processes at the central level to facilitate consultation on matters concerning the implementation and application of this Agreement.
- 14.5.2** The Employer and HACSU shall issue agreed implementation bulletins to enhance consistent implementation of the Agreement.

14.6 Divisional Disability Consultative Committees

- 14.6.1** The parties agree to establish within each division, 'Divisional Disability Consultative Committees (**DDCCs**)'. The **DDCCs** will be established to consider issues of overall divisional application, which pertain to the employment relationship and may meet less frequently following the initial period of implementation of this Agreement.
- 14.6.2** The **DDCCs** will as their first priority meet regularly to oversee the implementation of the Agreement at the local level and will provide monthly progress reports to the Employer and HACSU Central.

14.7 Disability Workplace Consultative Committees

- 14.7.1** 'Disability Workplace Consultative Committee/s (**DWCC/s**)' may be established as agreed where needed in the Division in such a manner as to maximise consultation with, and participation of HACSU representatives. The number of committees to be established within each Division shall be determined at the local level by agreement between the parties. Any disputes in the first instance shall be referred to the Central Consultative Committee and then if necessary dealt with under the Disputes Settlement Procedure.
- 14.7.2** Within each facility [Colanda Centre, Sandhurst Centre, Disability Forensic Assessment and Treatment Service (DFATS), Plenty Residential Services (PRS)] a **DWCC** will also be established.

- 14.7.3 DWCCs** howsoever structured will be competent to discuss any issue affecting the workforce referred to it that pertains to the employment relationship, including, but not limited to, workplace change and rostering, professional development and training, grievance and discipline systems, recruitment and retention issues, OH&S issues and implementation of the Agreement.
- 14.7.4** Delegates will be provided with reasonable time to report back to members. This may be by meetings or newsletter as decided by local representatives.
- 14.7.5** Matter's that are unable to be resolved at the **DWCC** level will be referred to the Divisional Disability Workplace Consultative Committees (**DDCCs**) for resolution.

14.8 Training

- 14.8.1** The parties agree to establish a program of joint training for managers and delegates to enhance effective workplace consultation. Such programs will include structured training on effective consultative arrangements, communication and issue resolution. The Employer will support a HACSU program for selected HACSU delegates who are accredited trainer's to deliver intraregional training and mentoring programs aimed at supporting new delegates participating in agreed workplace consultative structures, including training on conflict and grievance resolution. The Employer will provide time release or paid time for those delegates to participate in the program.

14.9 Union Representatives/Delegates Rights - General Provisions

- 14.9.1** The parties agree that the following rights shall be provided by the Employer to HACSU workplace representatives/delegates to provide a basis for enhanced participation in workplace consultation and dispute resolution.
- 14.9.2** With rights come responsibility. Workplace HACSU delegates need to act in good faith, and to do the best they can for their colleagues and the services they provide. Delegates need to consult the Employer about the application of time release or paid time required to facilitate workforce participation and consultation.

14.9.3 Recognition and Respect:

- 14.9.3(a)** HACSU representatives/delegates will be provided with reasonable time release or paid time to perform their role under this Agreement, including assisting Employees raise and resolve grievances.
- 14.9.3(b)** Workplace representatives should be allowed reasonable time to consult with their colleagues on the issues raised and to prepare a response for the Employer and/or the consultative meetings.
- 14.9.3(c)** The position of HACSU representative/delegate is recognised as a proper representative of members in the workplace.
- 14.9.3(d)** Consultation by the Employer is to be undertaken prior to decisions being taken which impact on Employees.
- 14.9.3(e)** The Employer will promptly respond to all issues raised by the delegates.
- 14.9.3(f)** The employment circumstances of a HACSU representative/delegate shall not be changed or otherwise discriminated against by reason that he/she is or has been a representative or has performed any functions to assist in the resolution of Employee grievances.

14.9.4 Facilities

- 14.9.4(a)** HACSU representatives/delegates will be provided by the Employer with:

- (i) Reasonable access to a private room to meet with individual members and perform union business including, with prior notice, access to facilities and reasonable time release to consult with co delegates on a day-to-day basis.
- (ii) Where practicable access to private office space for the exclusive use of HACSU delegates.
- (iii) Reasonable access to basic communication and information resources including telephone, fax, email, Internet, photocopier and stationery.
- (iv) Where practical a lockable cabinet in which to keep HACSU information and records in the workplace.
- (v) Access to all relevant information, including but not limited to; appropriate awards, agreements, job descriptions, Employer/service policies, budget allocation and workforce profile information.

14.9.5 Provision of Information in the Workplace

14.9.5(a) Union representatives/delegates will be provided by the Employer with:

- (i) The opportunity to address new Employees as part of their formal orientation/induction to the workplace.
- (ii) Subject to prior notice and availability, access to a private room of sufficient capacity to hold meetings of members.
- (iii) Subject to prior notice and agreement, during working hours HACSU may call meetings of Employees to discuss matters arising under this Agreement and other matters which pertain to the employment relationship. Employees will be able to freely attend these meetings.
- (iv) Each workplace/Unit to be provided with a notice board reserved exclusively for HACSU information measuring no less than 600mm x 450mm. Larger notice boards shall be provided, where practical.
- (v) The right to address/talk to any Employees covered by this Agreement during working hours.
- (vi) Collective Organisation, bargaining and workplace participation through HACSU membership is encouraged within the industry. The Employer will provide new Employees with information provided by HACSU regarding these issues at the commencement of employment.

14.9.6 Access to Paid Union Education and Participation Leave

14.9.6(a) Subject to agreement in relation to specific accredited training courses, HACSU representatives/delegates will be provided with:

- (i) In addition to existing Trade Union Training Leave entitlements access to reasonable periods of time release or paid time for attendance at accredited union training courses.
- (ii) Special consideration for the needs of country delegates in being able to access union training that includes additional time release or paid time that recognises pre and post travelling requirements.

- (iii) Time release to attend Branch Committee of Management meetings and the annual Delegates Conference and other forums as agreed.

14.10 Workforce Access to Information and Electronic Communication

- 14.10.1** In order to facilitate consultation and the avoidance and resolution of disputes:
 - 14.10.1(a)** Employees may make reasonable use of the Employer's email system to communicate with HACSU and their delegates;
 - 14.10.1(b)** HACSU may make reasonable use of the Employer's email so as to communicate with its members.
- 14.10.2** The Employer will make available specified internet sites, including sites for HACSU and registered training organisations to all HS Net users via the intranet.
- 14.10.3** Use of the Employees email, Internet and Intranet is to be in accordance with the Employer's guidelines and policy.
- 14.10.4** The Employer shall provide to Employees the appropriate training required to access intranet based sites and resources as the technology is made available to each service and e-mail and intranet access is provided.

PART 3 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

15. MODES OF EMPLOYMENT

- 15.1** Movement across geographic areas does not affect an Employees continuity of employment or accrued entitlements.
- 15.2** The department believes that ongoing and secure workforce best meets the needs of our clients. To that end, the department will encourage a move from casual and fixed term arrangements to more secure employment arrangements where possible.
- 15.3** The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. As such, full time direct and ongoing employment is a guiding principle of this Agreement.
- 15.4** The Employer will take all reasonable measures to achieve employment security for the direct permanent employees of the Employer to protect and enhance health and safety, terms and conditions of employment.

15.5 Full-time employment

- 15.5.1** The Employer recognises the benefits of a full-time ongoing workforce and will endeavour to engage Employees on a full-time ongoing basis where it is practical to do so and will have discussions with HACSU Central on behalf of Employees to give effect to this. These discussions will include but will not be limited to the potential of establishing a permanent relief workforce.

15.6 Part-Time Employment

- 15.6.1** Employees employed as part-time must be employed subject to the following:
 - 15.6.1(a)** each Employee shall be employed for a minimum of 15.2 hours and a maximum of 70 hours per fortnight;
 - 15.6.1(b)** each Employee shall work a fixed and constant number of hours over a roster cycle unless varied by mutual agreement;

- 15.6.1(c)** the normal fortnightly hours of a part-time Employee may be averaged across a roster cycle;
- 15.6.1(d)** to the extent that it is reasonable and practicable, payment of the salary for the fixed ordinary hours will be averaged across the roster cycle;
- 15.6.1(e)** Employees may elect to be paid for actual hours worked in each fortnight.
- 15.6.1(f)** the salary and applicable allowances for part-time Employees shall be calculated pro-rata, having regard to the normal fortnightly hours of duty of a full-time Employee of the same or similar classification.
- 15.6.1(g)** part-time Employees shall be paid all entitlements and benefits, including Superannuation, applicable to them calculated on the basis of actual hours worked.
- 15.6.1(h)** part-time Employees shall be advised on their appointment of the actual numbers of hours it is envisaged that they will be regularly rostered to work.
- 15.6.1(i)** this sub-clause does not affect the right of the Employer from altering such hours in accordance with the terms of the agreement.
- 15.6.1(j)** in order to facilitate the effective operation of this clause and to avoid disputes the provisions of **sub-clause 15.6** of this Agreement shall be monitored for compliance. The Employer will take any necessary steps to resolve any alleged breaches brought to its attention by HACSU.

15.7 Casual Employment

15.7.1 Casual Employees shall be employed only in response to unforeseen events such as filling gaps in rosters caused by sick leave or other unpredictable absences. Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature.

15.7.2 Casual Employees - Payment on Engagement of Employment

A casual Employee shall be employed at the classification level of the person being replaced provided the Employee holds the relevant qualification for that position. Where the relevant qualification is not held, then the casual Employee shall be paid in accordance with the disability specific, or agreed equivalent qualification held.

15.7.3 A casual Employee shall be employed for no less than three and a half hours for each engagement having regard to:

- 15.7.3(a)** the shift pattern ordinarily worked in the work area in which he or she is employed, and
- 15.7.3(b)** the shift of the Employee he or she is replacing, (if applicable), or, where the relevant shift is less than three and a half hours, for a minimum period of three and a half hours.

15.7.4 Where a casual Employee is not required to remain for a minimum of three and a half hours, such Employee shall be paid as if he or she did so remain.

15.7.5 A casual Employee shall be paid for all work done, an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25%.

15.7.6 In addition a casual Employee shall be entitled to receive shift allowances contained in this Agreement.

- 15.7.7** The provisions of **clause 31** Recreation Leave, and **clause 33** Paid Personal Leave shall not apply in the case of a casual Employee.
- 15.7.8** Parties agree to work toward a targeted reduction of no more than 15% reliance on casual/agency staffing (currently over 22%) via
- 15.7.9** The implementation of sub-clause **15.13.1** Streamline recruitment process
- 15.7.10** The implementation of sub-clause **15.5.1** Establish a permanent relief workforce and
- 15.7.11** Working with the DHS to determine agreed recommendations and subsequent implementation strategy arising from the KPMG Disability Services Casual Workforce Study, and ensuring that part-time Employees are offered the opportunity to work additional shifts prior to the engagement of casuals or agency staff.
- 15.8 Fixed term employment**
- 15.8.1** A fixed term Employee shall be temporarily employed for a specified term, provided that, unless otherwise stated, all of the provisions of this Agreement applying to ongoing Employees also apply to fixed term Employees. Employees who are not engaged on an ongoing basis shall only be employed to meet the following needs:
- 15.8.1(a)** to replace an Employee on approved leave;
- 15.8.1(b)** to meet fluctuating client and staffing needs;
- 15.8.1(c)** to undertake a specific task;
- 15.8.1(d)** to fill a temporary vacancy resulting from an Employee undertaking a temporary assignment or secondment; and
- 15.8.1(e)** for any other purpose deemed necessary - which shall be subject to consultation with the HACSU.
- 15.8.2** A fixed term Employee who is employed to meet one of the needs specified in **sub-clauses 15.8.1(a)** or **sub-clause 15.8.1(d)** (the replacement Employee) will be engaged for a period of not less than the expected period of the approved leave, temporary assignment or secondment (as the case may be) of the ongoing Employee whose position the fixed term Employee has been engaged to fill. However, where the ongoing Employee, by agreement with the Employer, returns to his or her position earlier than expected, the replacement Employee's engagement will cease immediately prior to the return of the ongoing Employee. The contract of a fixed term Employee in these circumstances must state that the Employee is engaged for a specified period of time (being the expected period of the approved leave, temporary assignment or secondment) or until the ongoing Employee returns, whichever occurs sooner.
- 15.8.3** A fixed term Employee who is employed to perform a specified project will be engaged for the period of the project.
- 15.8.4** A fixed term Employee who is employed to meet fluctuating client or staffing needs will be engaged for a period not less than the anticipated duration of the fluctuating client or staffing needs.
- 15.8.5** An Employee engaged in a short term capacity will be given a written contract of employment which specifies the following:
- 15.8.5(a)** the period of engagement;

- 15.8.5(b)** whether the Employee is engaged for a specific task and the nature of the task;
- 15.8.5(c)** whether the Employee is to replace an Employee absent from the workplace on approved leave, and the reasons for such leave; or as a consequence of an assignment or secondment;
- 15.8.5(d)** whether the Employee is required to meet fluctuating client or staffing needs;
- 15.8.5(e)** the classification of the Employee;
- 15.8.5(f)** the person's name whose position is being filled by the fixed term Employee;
- 15.8.5(g)** advice that ongoing employment is not assured subsequent to the expiration of the contract period;
- 15.8.5(h)** the minimum number of hours to be offered per fortnight.
- 15.8.6** If the term of the contract is terminated prior to the expiration of the contract, the Employer will endeavour to offer the fixed term Employee other work under a new contract.
- 15.8.7** Fixed term Employees shall be afforded the same rights as to consultation as ongoing Employees. Consultation will occur with respect to changes that will have a significant effect on these Employees.
- 15.8.8** Employees employed on a fixed term basis shall have continuity of service for all purposes, including all leave accumulation, from one contract period to the next, as if such Employees are ongoing Employees.
- 15.8.9** The provisions of this clause will be monitored on a regular basis to ensure compliance. The Employer will take any necessary steps to resolve any alleged breaches brought to its attention by HACSU.
- 15.8.10** Fixed term Employees will be employed on the standard fixed term employment contract. The Employer will require divisions to adhere to the standard contract.

15.9 Moves between Modes of Employment

- 15.9.1** Subject to agreement between the Employer and Employee; an Employee may change their mode of employment from full or part time employment to casual employment without the necessity of resignation and reappointment. Notwithstanding this clause the transfer to insecure modes of employment is not encouraged and approval will usually be considered only in exceptional personal circumstances affecting the Employee.
- 15.9.2** Subject to agreement with the Employer the change may be time limited.
- 15.9.3** An Employee changing employment modes in accordance with 15.9.1 may elect in writing to have accrued leave credits dealt with in the following manner:

15.9.4 Annual and Substituted Leave

- 15.9.4(a)** the leave credits can be paid out as in lieu of taking such leave consistent with the below:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

15.9.4(b) the leave credits are retained (banked) and the employee shall be entitled to take such leave at latter time and be paid at ordinary rates of pay with any applicable leave loading.

15.9.5 Personal Leave

15.9.5(a) Personal leave credits are retained and may only be utilised during subsequent periods of full time or part time employment.

15.9.6 Long Service Leave

15.9.6(a) Long Service leave credits are retained and the employee shall be entitled to take such leave at a later time in accordance with the Long Service Leave provisions.

15.10 Accumulation of entitlements

15.10.1 All Employees (including full-time, part-time and fixed term Employees) shall commence accruing all leave entitlements from the date of commencing employment.

15.10.2 For periods of employment of less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

15.10.3 Consistent with clause 31 recreation leave will move to daily accruals from 1 January 2014 for Employees employed by the Employer as at 31 December 2012. A comprehensive communication strategy will be developed through the Central Consultative Committee and implemented throughout 2013.

15.10.4 Leave management forms and planning arrangements will be reviewed to support the implementation of this change.

15.10.5 Fortnightly pay advices will be adjusted to include the "year to date" accrual.

15.11 Statement of entitlements

15.11.1 Payslips will include:

15.11.1(a) The Employer's superannuation contribution: The pay slip will display the Employer's compulsory contribution as required by the Superannuation Guarantee Charge (SGC); and

15.11.1(b) Recreation leave and personal leave credits: For part-time Employees, additional ordinary hours will be included in the calculation of leave entitlements on a per day basis and displayed as part of total leave credit. The part-time recreation leave and personal leave calculations will be as in **sub-clause 31.3** and **sub-clause 33.2** respectively.

15.11.1(c) Pay advices will detail salary payments, allowances, penalties, and leave balances. Improvements to pay advice will be the subject of ongoing consultation at the Central Consultative Committee.

15.12 Appointment to Positions

- 15.12.1** It is acknowledged that in order to gain ongoing employment with the Employer, Employees should have participated in, and met the requirements of, a merit based selection process (i.e. a position was advertised and the Employee was subject to a selection process in accordance with clause 15.12.2(a).
- 15.12.2** Notwithstanding **sub-clause 15.12.1** the Employer must take action to appoint an Employee to a substantively vacant position without the position being advertised where:
- 15.12.2(a)** the Employee was selected through a merit based selection process for a position at the same classification of the vacant position currently occupied and
- 15.12.2(b)** the Employee has satisfactorily and continuously performed the duties of the current substantively vacant position as a fixed term Employee or on higher duties in the position for at least six months; and
- 15.12.2(c)** there is a foreseen operational requirement for the position to be continued to be performed.
- 15.12.3** Where an Employee is in a substantively vacant ongoing position and there is a foreseen operational requirement for that position to be continued to be performed, but the Employee has not satisfied the requirements of **sub-clause 15.12.2(a)** or **sub-clause 15.12.2(b)**, then that position will be advertised and a selection made on merit.
- 15.12.4** An Employee will not be appointed to a substantively vacant position on a time limited basis where foreseen operational requirements are that the position continue to be performed (other than to provide short term relief while the Employee selection process is underway).
- 15.12.5** As a matter of routine, the Employer will not engage casual Employees against ongoing vacant roster lines.
- 15.12.6** In order to avoid disputes the parties agree to discuss any cases that do not meet the criteria in **sub-clause 15.12.1** and **sub-clause 15.12.2** where it is considered special circumstances exist. Accordingly, the Employer shall consider any individual circumstances of an affected Employee referred to it by HACSU.
- 15.12.7** Employees employed on a fixed term basis where there is no break in employment shall have continuity of service for all purposes, including all leave accumulation, from one contract period to the next, as if such Employees are ongoing Employees. Where there is a break in employment, normal provisions relating to prior service will apply.

15.13 Recruitment to Vacant Positions

- 15.13.1** The parties will develop a streamlined recruitment process designed to limit the time between positions becoming vacant and being filled.
- 15.13.2** Recruitment opportunities for ongoing level 1 positions in the structure will be advertised internally in the first instance, and casual Employees will be able to apply.
- 15.13.3** In the event of a base grade position becoming substantively vacant, existing part-time Employees at the same classification level will be offered the opportunity to increase their contracted hours, subject to the following:
- 15.13.3(a)** subsequent changes in rosters are to occur at no net additional cost;

15.13.3(b) any residual hours do not result in a breach of the minimum hours for part-time Employees;

15.13.3(c) the residual hours would be unreasonable;

15.13.3(d) any roster changes are agreed by the affected Employees; and

15.13.3(e) there is no diminution in the number of qualified Employees.

16. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

16.1 Individual Flexibility Arrangements

16.1.1 An Employee and an Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

16.1.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

16.1.2(a) Taking of long service leave in single days (**clause 35**)

16.1.2(b) Taking of annual leave in single days (**clause 31**)

16.1.2(c) Public Holidays (**clause 36**) the Employer and Employee may agree to substitute another day for any prescribed in this clause for recognised day/s of religious significance.

16.1.3 An Employee may nominate a representative including the Union to assist in negotiations for an individual flexibility arrangement.

16.1.4 The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

16.1.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer.

16.1.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

16.1.7 The Employer must ensure that any individual flexibility arrangement sets out:

16.1.7(a) the terms of this enterprise agreement that will be varied by the arrangement;

16.1.7(b) how the arrangement will vary the effect of the terms;

16.1.7(c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

16.1.7(d) the day on which the arrangement commences.

16.1.8 The Employer must ensure that any individual flexibility arrangement:

16.1.8(a) is about matters that would be permitted matters under **s172** of the *Fair Work Act 2009* (Cth) if the arrangement were an enterprise agreement;

16.1.8(b) does not include any term that would be an unlawful term under **s194** of the *Fair Work Act 2009* (Cth) if the arrangement were an enterprise agreement; and

16.1.8(c) provides for the arrangement to be terminated:

- (i) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
- (ii) at any time by written agreement between the Employee and Employer.

17. GRIEVANCES AND DISCIPLINE

- 17.1** Employees shall be subject to and entitled to the benefit of the grievance procedure as set out in this clause and **Schedule B**, and the discipline procedure as set out in **Schedule C**.
- 17.2** The parties share a commitment to ensure that where practicable, Employee grievances are resolved at the workplace level as expeditiously as possible, without the need to resort to formal grievance processes under the principal award. This does not diminish the Employee's rights in relation to the existing agreement grievance resolution process.
- 17.3** The Employer, at the local level, shall respond within 14 days to endeavour to resolve the issue. Where this does not occur within the 14 days, then the 14 day lodgement period required under **Schedule B** shall commence from the end of the 14 days after the Employee sought to resolve the grievance with the Employer. Where the Employer has responded but the matter remains unresolved, the 14 day lodgement period shall commence from the date of the Employer's response.
- 17.4** The parties agree that localised procedures will be developed and documented for workplace managers, Employees and their representatives. Those procedures will relate to all Employee grievances, other than those that arise in relation to a selection or promotional decision.
- 17.5** HACSU will ensure that it identifies and trains local representatives to assist its members/Employees with the grievance resolution process.
- 17.6** Representatives will be afforded the rights outlined in **clause 14** in carrying out their functions.
- 17.7 Reference to FWC**
- 17.7.1** Matters which remain in dispute at the completion of the grievance and discipline procedures may be dealt with under the dispute settlement clause of this Agreement (**Clause 13**).

18. SUPPORTIVE WORK ENVIRONMENT

- 18.1** The Employer is committed to providing a supportive work environment for all Employees. The Employer values its Employees and respects and encourages their participation in decision making and client care. It encourages the development of such an environment, and in this context, the Employer and HACSU on behalf of Employees agree to:
 - 18.1.1** Work co-operatively to support initiatives that will reinforce the development of a supportive work environment, leading to an improved work culture;
 - 18.1.2** Develop and implement, as a priority, a range of promotion, education and training strategies, to ensure that work practices and local work cultures are consistent with the desired environment;
 - 18.1.3** Evaluate initiatives and programs designed to improve the work environment.

- 18.2** The parties recognise that all Employees have a role in creating and maintaining a work environment.
- 18.3** The Employer will have in place policies and initiatives that facilitate a work place culture that encourage and maintain a supportive work environment, with a focus on:
 - 18.3.1** Managing and valuing diversity;
 - 18.3.2** Equity Employment, (encompassing the provisions of Federal and State Equal Opportunity legislation and the State Services Authority Directions);
 - 18.3.3** Prevention and dealing with Sexual Harassment;
 - 18.3.4** Prevention and Elimination of Bullying in the Workplace.
- 18.4** A Prevention and Elimination of Bullying in the Workplace Policy will be developed and implemented during the life of the Agreement. Both parties will work in partnership to address these specific issues as a matter of priority.
- 18.5** The Employer commits to consultation with HACSU in any review of policies or the development of future policies that impact on the work environment with Disability Services.
- 18.6** The Employer undertakes to implement targeted education, training and awareness campaigns in relation to these policies, as part of promoting a safe, secure and healthy work environment.
- 18.7** To assist Employees to resolve conflict and raise issues with their Manager/Supervisor(s) without fear of victimisation. The Employer commits to promoting existing and future complaint review processes, such as the Grievance Process and the *Whistleblower Protection Act 2001* (Vic).

PART 4 – SALARY AND RELATED MATTERS

19. CLASSIFICATIONS

19.1 Entry level appointment and Automatic progression

- 19.1.1** All persons recruited at the DDSO 1 level who hold the minimum qualification of Certificate IV (Disability) or its equivalent prior to commencement of employment shall be classified at the minimum level of DDSO 1Q.
- 19.1.2** Persons who are employed at the DDSO 1 (unqualified level) shall automatically progress to the first salary point in Level 1 (DDSO 1Q) on attainment of the minimum qualification of Certificate IV (Disability) or its equivalent.

19.2 Recruitment to positions

- 19.2.1** Job opportunities must be advertised across workplaces in a manner that can reasonably be expected to inform all staff including casuals.
- 19.2.2** The internal advertisement must include details of the position classification, hours, location and any key particulars of the position (for example working in a respite service).
- 19.2.3** Where vacancies occur at the existing DDSO 1, DDSO 2, DDSO 2A, DDSO 3 and DDSO 3A Level, they shall be advertised as such and the successful applicant will be appointed to the appropriate pay rate/classification. Internal applicants will be considered in the first instance. Appointment to a DDSO 2A or DDSO 3A classification will be based on job requirements and classification standards and not solely on qualification.
- 19.2.4** The parties are committed to ensuring that the number of higher qualified Employees increases and, in particular, recognises the appropriateness of

ensuring that Employees qualified at the Advanced Diploma of Disability Work level are appointed to more complex areas of care. This includes forensic services, client services, outreach services, and residential services, which provide care to clients with high medical needs, challenging behaviours and complex care needs.

19.3 Pay point progression

19.3.1 Employees entering the structure at the first pay-point of level 1 trainee will progress through the pay-points on the basis of combined service and/or attainment of competencies through training and on job experience.

19.4 Nursing and Direct Care

19.4.1 The following Nursing and Direct-Care classifications will apply to the industry the subject of this Agreement:

Disability Development and Support Officer (DDSO)	Level 1
	Level 2
	Level 2A
	Level 3
	Level 3A
	Level 4
	Level 5
	Level 6
	Level 7
	Level 8
	Level 9
General Nurse (GN)	Level 1/2
	Level 3A
	Level 4A
Health Welfare Officer	

19.5 Trades and Support Services

The following domestic, trades and support classifications shall apply to the industry the subject of this Agreement:

Facility Services Officer (FSO)	Level 1
	Level 2
	Level 3
	Level 4
	Level 5A
	Level 5B
	Level 5C

	Level 5D
	Level 5E
Tradeperson (TA1)	Level 1
Tradeperson (TA2)	Level 2
Trades Co-ordinator (Grade 1) (TA3)	Level 3
Trades Co-ordinator (Grade 2) (TA4)	Level 4
Maintenance Manager	
Senior Maintenance Engineer	

19.6 Classification definitions and standards

19.6.1 The classification definitions and standards for the classifications and grades are listed in **Schedule A** of this Agreement.

19.6.2 The salaries for the classifications and grades are listed in **Schedule F** of this Agreement.

19.6.3 The classification standards shall be used to classify the positions of Employees in occupational categories subject to this Agreement. The classification standards consist of two components:

19.6.3(a) The group standard, which provides a narrative description of work undertaken by Employees in an occupational category subject to this Agreement, and

19.6.3(b) Work level standards, which provide a typical evaluation, definition, features and typical duties for each level within an occupational category to enable positions to be classified at a particular level.

19.6.4 Classification decisions shall be based upon a documented description of the position such as a duty statement or a position description. Jobs should be evaluated using whole-of-job evaluation:

19.6.4(a) by comparison of the position description with the narrative descriptions the group and work-level standards such that a comfortable comparison can be made between the nature of work and the general standard of work expected at a particular level; and

19.6.4(b) by comparison of typical duties (and benchmark positions) to test that the job is recognised to be equal to a majority of positions at one level and better than all positions at a lower level.

19.7 Translation arrangements to higher classifications

19.7.1 An Employee who translates from an existing classification level to a higher classification level in the structure will translate to the next highest 'salary' increment point in the new classification level and will be deemed to be at that increment for all purposes.

19.7.2 Provided that where an existing employee is in receipt of a qualification allowance that will not apply after translation due to the qualification being mandatory for the translated classification (ie DDSO 2 with Advanced Dip - 6% Qual Allowance translating to DDSO2A) the '*Total Current salary*' for the purposes of translation shall mean the level/increment salary plus the amount of the qualification allowance.

19.8 Career Structures, Supervision and appointment of DDSO 2, DDSO 2A and DDSO 3A positions in more complex settings.

19.8.1 Cluster and Sector Manager positions however described will be advertised as DDSO positions.

19.8.2 DDSO level 2, 2A and 3A – more complex settings

19.8.2(a) The Employer agrees to increase the number of higher classified and trained Employees within the workforce to work in more complex service settings. In addition to the environments identified in **Schedule A** of the Classification Standards, DDSO levels 2, 2A and DDSO 3A classifications shall be engaged in the following services:

19.8.2(b) Where a level 2A position does not exist as a consequence of **sub-clause 19.8.2(c)**, a DDSO level 2 position must be engaged in workplaces when the single core roster at the workplace has 8 or more rostered Employees.

19.8.2(c) A DDSO level 2A and level 3A position must be engaged in all workplaces with the following function and/or characteristics

- (i) A respite accommodation service.
- (ii) A Community Residential Unit with a 28 day core roster in excess of 800 hrs, provided that those with an active night shift will be separately assessed against a criteria agreed between the parties to this Agreement.
- (iii) A group home with at least one resident on a Supervised Treatment Order (STO).

19.8.2(d) Notwithstanding the above other locations can be assessed as more complex, and requiring a DDSO level 2/2A or level 3A

19.8.2(e) The department will not, when reviewing the rosters, remove hours from rosters to bring them below 800 hours (in CRU's which have current rosters with hours in excess of 800 hours) other than where genuine client needs dictate and not as a means of avoiding the obligations imposed by this clause. Any dispute in relation to the changing the hours to below 800 may be dealt with under the dispute resolution procedure.

19.8.2(f) The parties will undertake a process to agree those other areas/settings where the advanced qualified position shall be mandatory.

19.8.2(g) Only in these designated locations are the classifications of DDSO2 or DDSO 2A to be backfilled at that level.

19.9 House Supervisors

19.9.1 Each Community Residential Unit shall be managed by a full-time House Supervisor.

19.9.2 Notwithstanding the above, this shall not preclude the conversion of a full-time position to part-time by mutual agreement between the Employer and the Employee, and at the initiation of the Employee, for example to balance the Employee's working time and family life.

19.9.3 Where the House Supervisor of a Community Residential Unit is employed on a less than full-time basis, another Employee (the replacement House Supervisor) shall be paid an allowance equal to the difference in the hourly rate between the Employee's substantive **DDSO** classification and **DDSO 3** or **DDSO 3A**,

multiplied by the number of hours required to bring the House Supervisor hours to 76 per fortnight. The allowance will be subject to annual increments.

- 19.9.4** The role of the replacement House Supervisor will be to support the part-time House Supervisor in all aspects of their position description and will be merit selected from applicants already employed at the facility.
- 19.9.5** If the ongoing Supervisor changes (his/her) working hours, the hours of the replacement position will be adjusted accordingly and ceased if the House Supervisor reverts to full-time duties.
- 19.9.6** The allowance is only to be paid while the Supervisor's position is part-time, and on vacancy, the part-time position is to revert to full-time and the replacement position will cease.
- 19.9.7 Statewide Crisis Accommodation**
- 19.9.8** A DDSO 2A and DDSO 4 must be engaged in statewide crisis accommodation units.
- 19.10 Outreach**
- 19.10.1** The minimum classification of Employees engaged in Outreach services shall be DDSO level 2A. Subject to the trainee opportunities available in '**schedule A**' a restricted trainee DDSO level 2 may be engaged.
- 19.11 Psycho Educational Trainers (PET)**
- 19.11.1** The minimum classification of Employees engaged as Psycho Educational Trainers shall be the **DDSO 2A** Year 8 level.
- 19.12 After-Hours Co-ordinator Disability Forensic Assessment and Treatment Service (DFATS).**
- 19.12.1** There will be a supernumerary After-Hours Co-ordinator at DFATS, remunerated at **DDSO 3A**. Employees undertaking the role will be paid an allowance equivalent to the difference in their substantive salary and the 1st increment of a **DDSO 3A** for the first 12 months of their assignment. Normal incremental progression will apply thereafter. The role of the position will be broadened to undertake a full range of duties during the night shift.

20. GRIEVANCES RELATING TO CLASSIFICATION

- 20.1** The Employer will make every attempt to fast track resolution of personal grievances pertaining to the classification of Employees.
- 20.2** Every attempt will be made to resolve grievances through local conciliation. If local conciliation cannot resolve the matter within a period of two weeks from the date the grievance was lodged, the Grievance Registrar will appoint a mediator who will attempt to resolve the grievance within a period of two weeks. The mediator will provide a statement of the outcome, what was considered in reaching that outcome, and a summary of any unresolved issues.
- 20.3** If the grievance is not resolved it will be referred to a senior Departmental Grievance Officer, not from the Disability Services Division, for determination within a further period of three weeks. The Grievance Officer will be in possession of information relevant to the classification and work level standards relevant to the Employee. Alternatively the parties to this Agreement may agree to have the matter determined on written material only.
- 20.4** A report of the determination of the Grievance Officer will be sent to all parties to this Agreement within a period of 10 working days of the matter being heard.
- 20.5** In the event that the determination is not accepted, the matter may be referred to FWC in accordance with **Clause 13** - Dispute Settling Procedures.

21. TRAINING

21.1 Provision of accredited competency based training

- 21.1.1** Accredited skills development training shall be delivered by accredited providers of training wherever possible. This training should be based, where possible, on National Competency Standards as they are developed.

21.2 Central Training Consultative and Implementation Committee

21.2.1 Preamble

- 21.2.1(a)** The parties recognise that a skilled and highly valued workforce with career opportunities provides the fundamental basis for the delivery of quality client focused outcomes and care for people with an intellectual disability.
- 21.2.1(b)** This Agreement aims to focus a new effort on the promotion and delivery of training and professional development to enhance Employee career paths, reward ongoing professional development, promote the Industry as a career option for new entrants and link the learning and development of Employees to quality service standards.
- 21.2.1(c)** The agreement on training and professional development provides for a range of interlocking initiatives to place all Employees onto ongoing learning development and career pathways.

21.2.2 Central Training Consultative and Implementation Committee

- 21.2.2(a)** The parties agree to establish a Central Training Consultative and Implementation Committee (**CTCIC**) comprising equal Employer and HACSU representatives. The committee will be responsible to:
- 21.2.2(b)** Review current training arrangements and develop a strategy that provides for enhanced access to training opportunities aimed at supporting career path progression, specialist skills and extends support for clients.
- 21.2.2(c)** Monitor and advise on the implementation of the training aspects of this Agreement;

- 21.2.2(d)** Develop a comprehensive joint training plan, which will inform the priorities of the Learning and Development Unit;
- 21.2.2(e)** Monitor Employee access to training in light of the training budget allocation;
- 21.2.2(f)** Advise on and monitor the development of accredited curriculum and the delivery of accredited training programs relevant to this Agreement;
- 21.2.2(g)** Annually review and approve divisional and workplace training plans prior to implementation;
- 21.2.2(h)** Review and agree a framework for the approval of equivalent qualifications for the purposes of eligibility for positions that require a mandatory qualification contained in this Agreement;
- 21.2.2(i)** Establish as it sees fit, working groups to investigate and develop proposals on issues for the **CTCIC** to consider;
- 21.2.2(j)** Provide a framework, ongoing feedback and support to the Workplace Training and Professional Development Committees.
- 21.2.2(k)** Advise on the implementation of relevant accredited training courses having due regard to such matters as national competency standards and the National Training Reform Agenda.
- 21.2.2(l)** Provide advice on proposals aimed at enhancing access to accredited training for Employees including the development of appropriate Recognition of Prior Learning methodologies.
- 21.2.2(m)** Provide advice on proposals for the approval of equivalent qualifications for the purposes of eligibility to apply for positions that require mandatory qualifications.
- 21.2.3** The Employer agrees to provide resources and executive support to the **CTCIC** as agreed by the **CTCIC**.
- 21.3 Conversion to accredited training**
- 21.3.1** The transition to accredited competency based training is, in part, limited by duty of care responsibilities and existing contractual obligations of the Employer. To this end the parties shall explore means to convert the relevant components of the Training Unit contracted programs to accredited curriculum.
- 21.4 Bridging training**
- 21.4.1** When a non direct care Employee has made a definite election to be redeployed to a direct care position such Employee shall wherever possible be provided, with mandatory training and placement experience to become a Disability Development and Support Officer.
- 21.4.2** Any training or retraining made available to Employees eligible to be redeployed as a result of the implementation of service redevelopment will be conditional on the Employee confirming his/her decision to accept a particular position at the new location or the Employer having a reasonable expectation that the Employee will be able to be redeployed. Training or retraining will also be available, at the Employer's discretion, to Employees for whom no vacant positions are available for redeployment. Such training may take the form of on-the-job training or be delivered by other mechanisms.
- 21.4.3** The training needs of Employees will be identified, programs developed and initiated in advance of redeployment.

21.4.4 Training and retraining plans will take account of transitional training for direct-care worker's moving from services to work in the community, retraining for non-direct care workers for direct-care roles, and retraining of Employees for administrative roles.

21.5 Orientation and Induction training

21.5.1 No new Employee, including casual Employee, will be employed in any work location until they have completed a competency-based induction program.

21.5.2 Appropriate orientation training will be provided to each new Employee prior to commencing duties. Induction training for new, unqualified Employees, will become a component of ongoing competency - based, accredited training for trainees.

21.5.3 An Employee undergoing such induction training shall be paid according to the time spent at training or the number of active hours that the Employee was rostered to, and would have worked had they not participated in the training, whichever is greater.

21.5.4 In order to enhance the provision of all information about working in the services, the Employer will inform HACSU in advance of the schedule of induction and orientation programs being conducted in each division and congregate care facility. The Employer will invite HACSU nominees to present, in paid time, information to participants as a component of the induction/oromgram.

21.5.5 Following commencement of employment, all new Employees, including casuals, will work their first shift with an experienced Employee prior to being expected to work on their own.

21.5.6 Orientation and induction will be offered to Employees undertaking House Supervisor or Deputy Unit Manager assignments for the first time.

21.5.7 A current Level 2 First Aid certificate shall be a key selection criterion for direct care Employees. Where new direct care Employees do not hold this certificate, the Employer shall provide the training so the Employee attains it. Further, the Employer shall maintain its commitment to provide regular refresher first aid training courses to Employees.

21.6 Workplace Training and Professional Development Committees

21.6.1 To oversee local implementation of the training commitments contained within the Agreement at the local level each Division and Congregate Care facility will establish a Workplace Training & Professional Development Committee. Workplace HACSU nominees will be invited to participate on the committee.

21.6.2 This could be a function of the Local Implementation Committee.

21.7 Training Plan

21.7.1 The parties will develop a joint training plan to ensure the ongoing delivery of training and professional development of all Employees working in disability services. The plan will include the commitment contained within the Agreement and the delivery of other initiatives based on the following principles:

21.7.1(a) Paid access to relevant internally and externally provided competency training and professional development.

21.7.1(b) Accredited training will be competency based and appropriate to the career continuum of Employees.

21.7.1(c) Training will meet the needs of specialist services and programs.

- 21.7.1(d)** Training programs will be subjected to quality approval processes to ensure quality outcomes for clients and advancement of Employee career opportunities.
- 21.7.2** The parties recognise that access to professional development and ongoing education and training opportunities can be at best limited for rural/regional Employees. Accordingly the training plan will include initiatives to address this situation, in particular the following will be pursued:
- 21.7.2(a)** The development of links and arrangements with education institutions to provide access to education and training for rural Employees, including the purchase of specific places from training providers by the Employer;
- 21.7.2(b)** The removal of barriers aimed to provide equal access to training for all Employees, including access to Employer vehicles and an equipment library (laptops, modems etc);
- 21.7.2(c)** The development of flexible training delivery including the use of electronic communication, distance education and supporting the development of small, local Registered Training Organisations;
- 21.7.2(d)** Assistance with cost, including the cost of conveyance.

21.8 Training Budget

- 21.8.1** In order to implement the training initiatives provided for in this Agreement and to further enhance the work performance of Employees the Employer shall maintain a transparent budget projection and allocation process for the full implementation the Agreement, such particulars shall be regularly reported to the **CTCIC**.
- 21.8.2** Transparent training budgets will be established at the divisional level and linked directly to individual training and professional development plans.

21.9 Access to Certificate IV (Disability) Qualification

- 21.9.1** The Employer agrees to provide unqualified Employees, including non direct care Employees with direct opportunities to gain the minimum qualification in-service.
- 21.9.2** The Employer will over the life of the agreement provide for Certificate IV level traineeships for existing and new Employees in the DDSO 1 unqualified positions, funding will include backfill for off the job training components.
- 21.9.3** Allocation of traineeships and implementation shall be monitored by the **CTCIC**.
- 21.9.4** Trainees shall receive the applicable adult rates as contained in this Agreement.

21.10 Qualification Pathways and training delivery

- 21.10.1** The parties agree that the following pathways to qualifications and career progression shall apply for all Employees:
- 21.10.1(a)** Training and assessment pathway undertaken entirely off the job;
- 21.10.1(b)** Training and assessment undertaken entirely on the job;
- 21.10.1(c)** Training and assessment combining on and off the job components;
- 21.10.1(d)** Assessment only pathway, off the job;
- 21.10.1(e)** Assessment only pathway, entirely on the job.
- 21.10.2** Existing Employees will be encouraged to undertake an assessment 'on the job' to gain qualification through Recognition through Current Competency (**RCC**) and gap training to achieve necessary knowledge and skills. Divisional and

Individual training and professional development plans will be utilised to support implementation.

21.11 Ongoing Assessment and Development

21.11.1 Based on the Community Services Training Package (**CSTP**) endorsed assessment principles (modified as agreed to address the specificity of the Employer's service), the parties will develop and implement an agreed program of ongoing competency assessment and development to underpin the classification structures under this Agreement.

21.12 Professional Development and Support and Individual Training Plans

21.12.1 All Employees should have an individual training and development plan produced which will be reviewed and updated as part of the ongoing professional support arrangement. The **CTCIC** shall monitor the framework of individual training and development plans being implemented at the local level.

21.12.2 Professional Development and Support (PDS) is a process in which Employees are able to meet with their supervisor on a regular scheduled basis to:

- 21.12.2(a)** Assist the employee identify individual skills and training needs that enhances competency and career development
 - 21.12.2(b)** Assist the Employee with the correct, effective and appropriate implementation of policies and procedures.
 - 21.12.2(c)** Assist the Employee to further develop their knowledge and skills through reflection on practice and identification and planning for meeting the Employee's learning needs.
 - 21.12.2(d)** Assist the Employee to manage workforce demands and stresses to ensure the Employee is able to continue effectively and safely to do their work.
 - 21.12.2(e)** Inform the Employees about how their work contributes to the goals of the Employer and provide the employee with regular feedback on how they are going.
- 21.12.3** The parties will jointly implement and monitor system of PDS to support individual development and identification of competency and training requirements.
- 21.12.4** The system shall apply the following principles:
- 21.12.4(a)** Position descriptions will be in plain language and reflect the classification structure and link directly to National Competencies.
 - 21.12.4(b)** Professional Development and Support is provided by a senior worker of the same discipline and the focus is supportive assistance and professional development.
 - 21.12.4(c)** Professional Development and Support is undertaken on a one to one basis with a senior worker acceptable to the Employee and may involve someone external to the individual's immediate workplace.
 - 21.12.4(d)** Professional Development and Support will generally be face to face in an appropriate setting, separate from other direct client activities. This may include planned sessions using electronic/telecommunication media in remote locations.
 - 21.12.4(e)** Employees participate in Professional Development and Support in paid time.

- 21.12.4(f)** Assessment methodologies are to link both self-assessment and supervisor assessment to the competency based position description.
- 21.12.4(g)** PDS sessions will not be used for disciplinary matters (such matters are dealt with pursuant to schedule C) or to implement punitive outcomes
- 21.12.4(h)** Employees shall have access to a minimum of one hour per month of PDS. This time will be free of all other duties to allow for this to occur uninterrupted.
- 21.12.4(i)** In order to maximise optimal outcomes, the Employer commits to ongoing training and support for those supervisors, managers and other higher classified staff providing Professional Development and Support.

21.13 Specialised/Customised Training

- 21.13.1** The parties acknowledge that the **CSTP** is a national package designed to establish minimum standards that can be applied across all states and territories and a broad range of vocational settings.
- 21.13.2** The parties will, if required, customise the relevant competencies arising from the **CSTP** to address the specific needs of the disability services of the Employer.
- 21.13.3** There is a need to review some of the current training components to ensure the achievement of competency relevant to requirements of the Employer. Also, additional areas of competency based training will also be developed. These will include but not be limited to:
 - 21.13.3(a)** The administration of Medication;
 - 21.13.3(b)** The Use of Computers including the Employer's Internet and e-mail system;
 - 21.13.3(c)** Developmental Programming;
 - 21.13.3(d)** Financial management and basic accounting procedures;
 - 21.13.3(e)** Providing support to clients with dual or multiple disabilities;
 - 21.13.3(f)** Programs and support for Forensic Services;
 - 21.13.3(g)** Providing care for clients with complex medical needs;
 - 21.13.3(h)** Diet and nutrition for clients with medical needs or limited mobility;
 - 21.13.3(i)** Menu planning and cooking skills;
 - 21.13.3(j)** Household safety.
 - 21.13.3(k)** Relevant client based training for non-direct care Employees.
- 21.13.4** The Employer commits to the development and provision of a specific training package 'Keeping Staff Safe: Positive Behaviour Support' continuum training support for accommodation support staff, inclusive of mandatory pre-service introductory training, a mandatory positive behaviour support training program for staff working with people who demonstrate behaviours of concern, divisional senior practice leadership forums and, where relevant to the workplace requirements, training in prevention and response to physical assault.

21.14 Scholarships

- 21.14.1** The Employer will actively promote existing scholarship programs in order to increase the number of Employees awarded scholarships each year.

21.14.2 The Employer will provide 18 scholarships each year based on an average cost of \$2,500 each, for Employees to undertake Advanced Diploma or other relevant approved courses in disability, other than the minimum qualification of Certificate IV and for Employees wanting to undertake training for alternative positions in the department.

21.14.3 The Employer will provide access to 2 Senior Leadership Scholarships to the total value of \$8,000 each per annum for Employees who wish to access a career in management and/or existing Employees classified within the DDSO management structure to enhance their management and people management skills.

21.14.4 Study leave arrangements for the purposes of these scholarships are contained in clause 34.9.

21.15 Management, Case Management and Supervisor Training

21.15.1 The Employer is committed to providing and improving existing Senior Management Training options. Accordingly, the parties will jointly develop a training package for Employees seeking a career in management. These programs should be linked with the individual's professional development plan.

21.15.2 The Employer commits to develop and fund a specific case management training course to be available to 20 residential Employees per annum wanting to access client services positions. This would be identified in individual professional development programs and linked to career development.

21.15.3 The Employer commits to the provision of annual new supervisor training in each division.

21.15.4 The scope of this training will be developed in consultation with HACSU through the CTCIC.

21.16 Specific training commitment for casual Employees

21.16.1 All casuals will be provided with training related to the specific health needs of clients that they are required to support, such as PEG feeding, asthma management and Inclusive Communication and Behaviour Training (ICAB) to address the incidents of occupational assault.

21.17 Training Backfill

21.17.1 Appropriate backfill will be provided to assist and encourage Employees to undertake relevant training.

21.18 Recruitment promotion

21.18.1 The Employer and HACSU Central on behalf of Employees will develop a coordinated University, TAFE and senior high school links program aimed at increasing the recruitment of suitable candidates to perform work under this Agreement. Employees or HACSU nominated workforce representatives who participate in accordance with the terms of such program will do so in paid time.

21.19 Payment of shift allowances when on training courses

21.19.1 Employees required to attend a training course arranged and conducted by the Employer shall continue to receive shift allowances as if they had worked their normal roster.

21.19.2 This clause shall not apply to:

21.19.2(a) Employees entitled to an annual allowance or other specified addition to normal salary in consideration of shift or Saturday and Sunday duty; or

21.19.2(b) Employees who have not been in receipt of shift allowances in the period preceding the commencement of the training course.

21.19.3 Working arrangements when on training courses

21.19.3(a) Employees attending training may be required to work the remaining hours of the shift for which they are rostered, provided that the remainder of the shift is of at least two hours duration after allowing for travel time to return to duty.

21.19.3(b) Employees will not be required to work a night shift finishing on the morning a training day begins, or commencing at the end of a full training day. Employees may be required to work a night shift after attending a morning training session.

21.19.3(c) Employees rostered to work a sleepover, finishing on the morning a full training day begins, are only required to complete the previous pm component of the sleepover shift prior to training and are not required to perform any duty on the morning of the training.

21.19.3(d) Employees attending half day training on an afternoon or morning may work the morning shift, afternoon shift or sleepover shift as applicable, if so rostered.

22. SALARIES

22.1 General

22.1.1 Fortnightly salary - full-time Employees

22.1.1(a) The ordinary fortnightly salary for a full-time Employee shall be his or her applicable annual salary, excluding allowances, divided by 365.25 and multiplied by 14.

22.1.2 Hourly rate - full-time Employees

22.1.2(a) The ordinary hourly rate for a full-time Employee shall be his or her applicable ordinary fortnightly salary divided by 76.

22.1.3 Hourly rate - part-time Employees

22.1.3(a) The ordinary fortnightly salary and ordinary hourly rate for a part-time Employee shall be calculated on a pro rata basis of a full-time Employee.

22.1.4 Apprenticeship Rates

22.1.4(a) Apprenticeship rates for Employees covered by this Agreement shall be as follows:

22.1.4(a)(i)	1 st Year	55% of the Adult Rate, Year 1
22.1.4(a)(ii)	2 nd Year	65% of the Adult Rate, Year 1
22.1.4(a)(iii)	3 rd Year	80% of the Adult Rate, Year 1
22.1.4(a)(iv)	4 th year	95% of the Adult Rate, Year 1

22.2 Increases to salaries, allowances and additional increments

22.2.1 The wage rates and subsequent increases to apply are those set out in **Schedule F**. Increases to the wage rates shall occur as follows:

22.2.1(a) 2.50% increase to wages from the first full pay period on or after 1 December 2012 added before the flat dollar uplift increase.

- 22.2.1(b)** From the first full pay period on or after 1 December 2012 a single flat dollar uplift to revised rates of pay as follows.
- (i) \$17.50 per week for classification with current weekly rates below \$965.00;
 - (ii) \$22.50 per week for classification with current weekly rates between \$965.00 and \$1260.00 ;
 - (iii) \$27.50 per week for classification with current weekly rates between \$1260.00 and \$1467.00;
 - (iv) \$32.50 per week for classification with current weekly rates above \$1467.00 ;
- 22.2.1(c)** Three further annual wage adjustments of 2.50% per annum effective from:
- (i) the first full pay period on or after 1 December 2013
 - (ii) the first full pay period on or after 1 December 2014
 - (iii) the first full pay period on or after 1 December 2015
- 22.2.1(d)** All non-salary related Allowances to be increased by 2.50% from the first full pay period on or after 1 December each year unless otherwise specified.
- 22.2.1(e)** A once-off lump-sum 'sign on' payment to a maximum of \$1500 calculated as follows:
- (i) \$1500 for full time employees employed in the pay period that includes 1 January 2012 (pro-rata for part-time and casual employees based on actual hours worked over the preceding 12 month period)
 - (ii) For employees who commenced employment in the pay period immediately following 1 January 2012 and the pay period that includes 1 December 2012 calculated pro rata for each month of service or part thereof for fulltime, part-time and casual based on actual hours worked.

22.2.2 Allowances shall be as specified in **Schedule F**.

22.3 Increments

22.3.1 Commencing salaries

22.3.1(a) Where a minimum and maximum salary are prescribed for a position, an Employee appointed transferred or promoted to the position:

- (i) shall commence at the minimum salary; and
- (ii) shall proceed by the prescribed increments to the maximum salary.

22.3.1(b) Where the Employer is satisfied that the Employee has special qualifications or experience relevant to the duties of the position which warrant commencement at a salary above the minimum rate, the Employer may commence an Employee at a higher rate (but not exceeding the maximum rate) than the base as the Employer seems appropriate to the qualifications or experience.

- 22.3.1(c)** Recognition of service for the purposes of increments
- (i) Where a casual or fixed term Employee secures an ongoing role (full time or part time) their period of regular and systematic engagement as a casual or fixed term Employee will be recognised as period(s) of service to determine the appropriate increment to commence their period of engagement as an ongoing Employee provided that there is not a break of more than three (3) months.

22.3.2 General

- 22.3.2(a)** Where provision is made for annual increments of salary in respect of any position, payment of the increment may be granted, refused or deferred by the Employer providing:
- (i) the Employer shall advise an Employee in writing within 14 days after the Employee becomes eligible for an increment if the Employer;
 - (ii) refuses to grant the increment; or
 - (iii) defers the granting of the increment,
- 22.3.2(b)** the advice shall set out the decision and the reasons for the decision and inform the Employee of the right of appeal against the decision in accordance with the disputes procedure in **clause 13**;
- 22.3.2(c)** the next increment granted after an increment is refused shall be the increment that was refused;
- 22.3.2(d)** at the time of deferring the granting of an increment, the Employer shall specify a period of not more than 12 months after which the decision to defer the granting of the increment will be reviewed;
- 22.3.2(e)** at or before the end of the specified period, the Employer shall review the decision to defer and decide:
- (i) to grant the increment; or
 - (ii) to refuse to grant the increment; or
 - (iii) to defer the granting of the increment for a further period.
- 22.3.2(f)** An increment that is granted after it has been deferred is payable from the day on which the decision to grant is made and any subsequent increment is due on the appropriate anniversary of that day.
- 22.3.2(g)** Any Employee who feels aggrieved by a decision of the Employer under **sub-clause 22.3.2** above may appeal using the Disputes Procedure set out in this Agreement (Clause 13).
- 22.3.2(h)** Where the Employer has failed to make a determination in respect of an annual increment in the period of one month before the annual increment is due, the Employer shall be deemed for the purposes only of an appeal under **sub-clause 22.3.2(b)** to have refused the payment of the annual increment.

22.3.3 Limits of salary on transfer or promotion

- 22.3.3(a)** An Employee transferred or promoted to any position shall be paid a salary not less than that which such Employee was receiving immediately before such transfer or promotion, provided that the maximum salary payable pursuant to this provision shall be the maximum rate prescribed for the position to which such Employee is transfer or promoted.

- 22.3.3(b)** Notwithstanding **sub-clause 22.3.3(a)**, an Employee who is transferred to a position in a lower class or grade shall be paid a salary at such rate (not exceeding the maximum rate prescribed for the position) as the Employer deems appropriate to the qualifications and experience of the Employee, where the transfer was made:
- (i) at the request of the Employee in cases where the position is in the same occupational category as the position occupied by such Employee or a like occupational category requiring possession of the same academic qualifications; or where:
 - (ii) the Employee has requested to be transferred to that position;
 - (iii) the transfer is made by reason of the Employee being unable or unfit to discharge the duties of his or her position, or pursuant to the disciplinary procedures in **clause 17 and Schedule C**, or
 - (iv) where the qualifications for the position the Employee holds include a requirement that the holder of the position to:
 - 1. obtain or achieve the progress specified in such requirement towards the obtaining of a particular qualification;
 - 2. possess or obtain a particular practising or trade or other certificate or license;
 - 3. and the Employee fails to obtain or achieve the necessary progress towards the obtaining of the qualifications or ceases to possess or fails to obtain the certificate or license as the case may be.

22.3.3(c) Where an Employee transferred or promoted to any position does not receive an immediate increase in salary on such transfer or promotion, the period of service in the position from which such Employee is transferred or promoted since his or her last increment shall be counted in reckoning the interval for the first increment in the new position.

22.3.4 Salary Underpayments

22.3.4(a) The Employer is committed to paying the Employee on the payday. Where an Employee does not receive their wages on the pay day or identifies there is an underpayment of \$50 gross or more every effort will be made to process any necessary adjustments within one business day of the Employee notifying their supervisor/pay office of the underpayment and where necessary, being validated by the Employee's supervisor. Where the correction is less than \$50 gross, or unless undue hardship exists any necessary adjustment will be made on the following payday.

22.3.5 Casual to Fixed Term to Casual Pay Processing

22.3.5(a) It is agreed as a general principle that Employees should be paid in the fortnight for which work is performed. The Employer will continue to work towards improving its payroll systems in respect of Employees who work intermittently on a casual/fixed term/casual basis with the aim of payment in the pay period worked. Where a genuine case of individual hardship is demonstrated the Employer will make every endeavour to process the payment within one business day.

22.4 Higher Duties

22.4.1 In order to facilitate equitable access to higher duties assignments and for the purpose of avoiding disputes, the Employer will ensure it has a process in place

for the allocation of higher duties. The process will be developed in conjunction with HACSU Central.

22.4.2 Higher duties of less than one week

22.4.2(a) In the event that a House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 normally rostered for duty on a shift, is absent from duty, an Employee at the next level below in the house, unit or facility, will be designated to perform the duties of that position on the shift(s), provided that:

- (i) the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 is absent from duty for a minimum of a full shift;
- (ii) an alternative replacement at level is not available;
- (iii) opportunities for acting on higher duties at that level have been discussed and agreed between the designated Employee and his or her supervisor or manager; and
- (iv) the absence leading to the higher duties assignment is a planned absence, such as recreation leave, which allows for adequate briefing for the designated Employee; and
- (v) the designated Employee performs the duties that would otherwise be performed by the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1.

22.4.3 The period of higher duties does not necessarily have to coincide with the rostered shift(s) of the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 and Trades Coordinator Level 1.

22.4.4 The designated Employee who performs higher duties in accordance with **sub-clause 22.4.2** shall be paid for the rostered shift(s) as House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 an allowance equivalent to 50% of the difference between the maximum salary rate applicable to the assignee's classification and the rate of emolument payable had the assignee been promoted to the higher position.

22.4.5 Higher duties greater than one week

22.4.5(a) Subject to this clause an Employee who, for a period of longer than one week is assigned to act in a position higher than that which the Employee occupies shall be granted from the date of such assignment an allowance computed in the manner set out in sub-clause 22.4.6(a) through sub-clause 22.4.6(e).

22.4.5(b) Where it is apparent that the period of higher duties is for greater than a week the Employer shall consider undertaking a more formal internal advertisement and merit based selection process.

22.4.5(c) Employees will be assigned to act in a position based upon the following criteria listed in order of significance:

- (i) ability of Employees to undertake the assignment
- (ii) availability of the Employees to undertake the assignment
- (iii) consistency with any Employee Professional Development and Supervision Plan

22.4.6 An Employee undertaking higher duties shall be granted from the date of such assignment an allowance computed in the following manner:

22.4.6(a) where the Employee performs the duties of the higher position, such allowance as will increase his or her rate of pay to the rate which would have been payable had he or she been promoted to such higher position.

22.4.6(b) where the respective salary rates applicable to the classification of the Employee and to the higher position overlap and he or she performs:

- (i) the duties of the higher position, such allowance (hereafter termed the specified allowance) as will increase the rate of emolument of the Employee to the rate which would have been payable had the Employee been promoted to such higher position; or

22.4.6(c) Where the Employee as assigned is a minor and junior rates are not prescribed for the higher position, the Employee shall be granted an allowance calculated as provided in **sub-clause 22.4.6(a)** or **sub-clause (b)(i)** as appropriate.

22.4.6(d) Where the classification of the higher position at the time the Employee is so assigned has been attained by the progress of the occupant on the basis of his or her qualifications or experience and the position would when vacated, be reclassified to a lower classification, the allowance payable in accordance with **sub-clause 22.4.6** shall be calculated on the basis of the minimum salary rate prescribed for the classification.

22.4.6(e) An Employee so assigned shall be entitled to such increases in the allowance payable as are equivalent to the annual increments appropriate to the higher position

22.4.7 Promotion/appointment while on assignments

22.4.7(a) Where an Employee assigned to act in a higher position performs the full duties of the higher position, the Employee shall:

- (i) if promoted or appointed to a position of the same classification of the higher position, be paid a salary at least equivalent to the emolument payable in accordance with this Clause immediately prior to such promotion or appointment and shall be eligible to receive increments in the same manner as if he or she had been promoted or appointed to such higher office or position on the date of his or her assignment;
- (ii) if promoted or appointed to a position of a lower classification than that of the higher position, be paid such salary and be eligible to receive such increments as if he or she had been promoted or appointed to such position on the date of his or her assignment;

22.4.8 Treatment as salary and payment during leave

22.4.8(a) Allowances granted under this sub-clause shall be regarded as salary for the purposes of calculation of payments under the provisions of **sub-clause 21.19, sub-clause 23, and sub-clauses 29.1, 30.1.1, 30.1.2, 30.1.4, 30.1.5, 30.1.7, 31.3, 31.7.2, 31.7.4, 33.4 and 40.1.**

22.4.8(b) Notwithstanding anything in this clause an Employee so assigned at the time he or she commences long service leave in accordance with **clause 35** shall not be paid an allowance in accordance with **clause 22**, during such leave unless such assignment has continued for a period of 12 months.

- 22.4.8(c)** Notwithstanding anything in this clause, an Employee so assigned at the time he or she commences sick leave or workers' compensation leave, shall be paid an allowance in accordance with this clause:
- (i) for a total period not more than three days of such leave in the first year of such assignment; or
 - (ii) for a total period of not more than two weeks for such leave if such assignment has continued for a period exceeding 12 months.
- 22.4.8(d)** Notwithstanding anything in this clause, an Employee who is on higher duties assignment immediately prior to the time she commences paid maternity leave in accordance with **sub-clause 32.3.1** or paid adoption leave in accordance with **sub-clause 32.3.1** shall be paid an allowance in accordance with this clause during the period of paid leave, provided that:
- (i) the Employee would have continued to act uninterrupted on the higher class duties if she had not taken paid maternity leave; and
 - (ii) the payment of the higher duties allowance during paid maternity or paid adoption leave ceases at the time the assignment would have ceased if the Employee had remained on duty.

22.4.9 Part-time assignments

- 22.4.9(a)** A part-time Employee may be assigned the duties of a higher position, and an Employee may be assigned the duties of a higher part-time position, provided that more than 38 hours are to be worked during the assigned period.
- 22.4.9(b)** Where a part-time Employee is assigned the duties of a higher position, the prescribed allowance must be paid at a rate proportionate to the duties performed, pro-rated according to the hours worked.
- 22.4.9(c)** Where an Employee is assigned the duties of a higher part-time position, the prescribed allowance must be paid at a rate proportionate to the duties performed, pro-rated accordingly to the hours of work of the part-time position.

22.4.10 Assignments to cover rostered days off

- 22.4.10(a)** Notwithstanding anything in this clause an allowance shall not be paid to an Employee assigned to act in a position higher than that which the Employee occupies where the assignment has been necessitated by the absence of an Employee on a rostered day or days off duty, except that where the assignment includes acting in a position higher than that which the Employee occupies on the working day on either side of the rostered day or days off duty, an allowance shall be paid in respect of such rostered day or days off.
- 22.4.10(b)** For the purpose of this subclause, 'a rostered day or days off duty' means a day or days rostered off in a given cycle or hours where the Employee is not required to perform duty on that day or days in order to work his or her normal fortnightly hours of duty, but does not include other days on which the Employee is not required to work his or her normal fortnightly hours of duty, such as the taking of leave for which provision is made in Part 6 Leave of Absence in this Agreement.

22.4.11 Aggregate periods of higher duties and incremental progression

- 22.4.11(a)** Extended assignments of higher duties will be recognised for incremental purposes as follows:

- (i) Extended assignments will be defined as a total of 12 months of higher duties assignments undertaken within a 24 month period; and
- (ii) For incremental purposes, increments will not be paid until the completion of the 12 months of higher duties.

22.4.12 Full-time assignments for part-time Employees

22.4.12(a) Where an Employee employed in a part-time capacity is required to work in a full-time capacity, either at Level or in a higher position in accordance with sub-clause 22.4.5, and performs in a full-time capacity for a period up to eight weeks in duration the Employee will be paid the commuted shift allowance in accordance with sub-clause 23.2 or shift allowances as worked, whichever the Employee elects.

22.4.12(b) In respect of each week worked 'shift allowances as worked' means in addition to all payments for ordinary hours of work;

- (i) Afternoon and night shift allowances under **sub-clause 28.4.3** according to their roster;
- (ii) Saturday, Sunday and public holiday shift allowances under **sub-clause 28.5** according to their roster;

22.4.12(c) The Employee and the Employer may agree to an extension of the commuted shift allowance or 'shift allowances as worked' for periods longer than eight weeks.

22.5 Salary Sacrifice For Superannuation

22.5.1 All Employees covered by this Agreement and who wish to make personal contributions to an accumulation superannuation scheme will be provided with the opportunity to sacrifice a portion of their salary to either VIC SUPER Top Up Accumulation Fund or HESTA or another approved superannuation accumulation fund.

22.5.2 Any election to contribute to an approved superannuation accumulation fund other than VIC SUPER or HESTA must be administered through the Victorian Government contracted provider. The electing Employee will be required to pay an administration fee to the contracted provider that may be incorporated as part of the amount packaged.

22.5.3 To access salary sacrifice for superannuation to an approved superannuation accumulation fund, an Employee is required to complete a payroll deduction form (or a Salary Packaging Agreement when contributing to an approved fund other than VIC SUPER or HESTA) nominating an amount of salary to be sacrificed as a superannuation contribution.

22.5.4 Prior to entering a salary sacrifice arrangement, electing Employees will be encouraged by the Employer or, if appropriate, the Victorian Government's contracted provider, to seek independent advice on the financial and taxation implications of the proposed arrangement including the prevailing concessional tax treatment (presently 15% contributions tax is paid by the fund) and preservation requirements.

22.5.5 Employees who elect to contribute to VIC SUPER Top Up Accumulation Fund may, at any time, withdraw or amend their top up contributions without affecting their entitlement to make further elections. Employees who contribute to another approved superannuation accumulation fund may amend their Top Up contributions at the yearly anniversary date of their first election or withdraw from contributing at any time.

- 22.5.6** All Employees who are members of defined benefit superannuation schemes administered by the Emergency Services and State Superannuation Board may take up the opportunity to sacrifice a defined proportion of their salary to these schemes by applying directly to the Board.
- 22.5.7** The Employer's salary sacrifice for superannuation guidelines will be provided to an Employee making an election to salary sacrifice superannuation payments. All Employees will be advised of this opportunity and the ability to cease the salary sacrifice arrangement.
- 22.5.8** Salary sacrifice or packaging does not impact on any other condition of employment. For example, gross pre-sacrificed salary will be used to calculate entitlements for overtime, work related allowances, annual adjustments, calculating accident compensation leave pay and/ or Pre Injury Average Weekly Earnings and superable salary relating to VicSuper Accumulation Fund and defined benefit superannuation schemes administered by State Superannuation Fund (SERB Revised and New Schemes) contributions and benefits.
- 22.6 Salary Packaging - General**
- 22.6.1** An Employee may enter into a salary packaging arrangement with the Employer in respect of the following menu of items:
- 22.6.1(a)** salary sacrifice to superannuation (subject to **sub-clause 22.5** and **sub-clause 22.7**);
- 22.6.1(b)** a novated lease on a vehicle. Government policy provides for limited types of vehicles;
- 22.6.1(c)** the payment of medical benefits insurance. Government policy provides for limited medical benefits funds that may be packaged;
- 22.6.1(d)** mobile telephones;
- 22.6.1(e)** computers (personal digital assistant, note book and lap top only), and only if the Employee declares the computer is to be used primarily for work purposes in accordance with federal tax law;
- 22.6.1(f)** membership fees and subscriptions to professional associations;
- 22.6.1(g)** home office expenses;
- 22.6.1(h)** financial counselling fees;
- 22.6.1(i)** disability/income protection insurance premiums; and
- 22.6.1(j)** self-education expenses.
- 22.6.2** If the Employer extends access to a broader range of salary-packaged benefits during the life of this Agreement, such items shall be made available to the Employee in accordance with the provisions of this clause.
- 22.6.3** All costs associated with salary packaging, including reasonable administrative costs, and any additional tax associated with the benefit, are to be met from the salary of the participating Employee.
- 22.6.4** Before entering into a salary packaging arrangement Employees are urged to seek independent financial advice.
- 22.6.5** Financial advisor fees are to be met by the Employee and are in themselves capable of being packaged.

22.7 Superannuation

- 22.7.1** The Employee, irrespective of age, will be offered membership of VicSuper and HESTA superannuation as complying superannuation funds in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth).
- 22.7.2** Upon recruitment, the Employer will provide the Employee with appropriate information on VicSuper and HESTA superannuation and a superannuation election form.
- 22.7.3** If after 28 days the Employee has not elected for a particular superannuation fund, then VicSuper, as the default superannuation fund, will be treated as the fund of choice.
- 22.7.4** The Employer's contribution **under sub-clause 22.7.1** is based on the Employee's gross 'ordinary time earnings', as defined in the super guarantee law, prior to any deductions for the purposes of salary sacrifice to superannuation under **sub-clause 22.5** or salary packaging under **sub-clause 22.6**.
- 22.7.5** The Employee may make (pre tax) salary sacrifice contributions under **sub-clause 22.5** or additional personal (post tax) contributions to their elected fund on providing written authorisation to the Employer.
- 22.7.6** The parties recognise the need to ensure that Employees can reasonably track, and are aware of the agreement, of the Employer superannuation contributions made to their superannuation accumulation fund in accordance with relevant legislation and Australian Tax Office ('ATO') Rulings.
- 22.7.7** It is the Employer's responsibility to ensure that the quantum of Superannuation Guarantee Charge ('SGC') payments is made in accordance with Superannuation Guarantee Contribution legislation and Australian Taxation Office rulings.
- 22.7.8** Superannuation contributions to the accumulation fund are made monthly. The Employee's pay advice will show monthly and year to date contributions to the accumulation fund, and the Employee may request information on the amount paid to the fund.

23. ALLOWANCES

23.1 Allowance Adjustment

23.1.1 Allowance rates shall be as specified in **Schedule F**.

23.1.2 These increases shall be cumulative.

23.2 Commuted shift allowances

23.2.1 Full-time Employees

23.2.2 All full-time direct care Employees occupying positions of the classifications set out in **sub-clause 19.4** and **sub-clause 19.5** other than Managers or Deputy Managers of Direct Care Services and Dental Nurses, who are required to perform rostered time of ordinary duty on Saturdays, Sundays and public holidays shall be paid an annual allowance at a rate equivalent to 18% of the Employee's annual salary. Existing Employees may elect to retain their current arrangements.

23.3 In charge of facility allowance

23.3.1 Any Employee classified below the level of **DDSO 6**, who is required to take charge of any centre [Colanda Centre, Sandhurst Centre, Disability Forensic Assessment and Treatment Service (DFATS), Plenty Residential Services (PRS)]

shall for each shift such Employee is required to take charge of such centre, be paid an allowance equal to the difference between the salary of such Employee and the minimum salary prescribed for **DDSO 6**.

23.4 Private motor vehicle use

- 23.4.1** An Employee, required to use their private motor vehicle in the course of their employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.
- 23.4.2** The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- 23.4.3** Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- 23.4.4** The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

23.5 Expense claims

- 23.5.1** An Employee must submit official receipts (tax invoice) as soon as practical after the event as evidence of expenditure incurred, except where the Employee uses his/her own motor vehicles for work purposes in which case the Employee will submit a declaration in accordance with **sub-clause 23.4.3**.
- 23.5.2** A Statutory Declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.
- 23.5.3** The Employer will pay the Employee monies owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable as but not later than 2 pay periods after the Employee submits a claim.
- 23.5.4** Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (tax invoice), and where necessary, a statement, together with any balance owed to the Employer.

23.6 Local Disability Allowance

23.6.1 Where an Employee:

- 23.6.1(a)** suffers a disability due to conditions under which he or she necessarily lives or the area in which he or she is located; or
- 23.6.1(b)** because of the special nature of his or her duties is unable to wear a uniform that is available on issue;
- 23.6.1(c)** the Employer may grant such allowance as is reasonable to compensate for such disability.

23.7 Qualifications allowance

- 23.7.1** An Employee who holds a certificate or qualification, which is in addition to the minimum mandatory qualification required to be held for the particular classification, and in which the Employee demonstrates that a component (at least) is applicable to the Employee's current area of practice and/or work shall be paid:

23.7.1(a) an allowance at 4% of the allowance rate for a post graduate certificate or additional certificate in relevant specialty, or

23.7.1(b) an allowance at 6% of the allowance rate for a degree or diploma,

23.7.2 Provided only one allowance is payable based on the highest qualification held by the Employee.

23.7.3 The allowance rate is based on a full-time salary of DDSO Grade 2A Year 2 being:

Allowance under sub-clause	First pay period on or after 1-Dec-12	First pay period on or after 1-Dec-13	First pay period on or after 1-Dec-14	First pay period on or after 1-Dec-15
4% per fortnight	\$76.16	\$78.06	\$80.01	\$82.01
6% per fortnight	\$114.24	\$117.09	\$120.02	\$123.02

23.7.4 The allowance in **sub-clause 23.7.3** is paid each fortnight.

23.7.5 Part-time Employees are paid on a pro rata basis.

23.7.6 An Employee claiming an entitlement to an allowance under **sub-clause 23.7.1** is to provide the Employer with documented evidence that the qualification is actually held and the studies undertaken in gaining the qualification.

23.7.7 The allowance is payable from the date of lodgement of an application under **sub-clause 23.7.6** but commences only after an assessment by the Employer that the qualification is applicable to the Employee's current area of practice and/or work.

23.7.8 For the qualifications allowance to be effective from the first pay period on or after 1 May 2008 for existing Employees, applications for the Qualifications Allowance must be submitted by 9 October 2008. Applications submitted after 9 October 2008 will be paid from the date the applications are lodged.

23.7.9 The qualifications allowances in **sub-clause 23.7.3** are to be paid during all periods of paid leave.

23.8 Excess travelling time

23.8.1 An Employee who is required to undertake duties at a location other than the usual place of work of the Employee shall, in respect of any period of excess travelling time, be granted an equivalent period of time off during normal hours of duty.

23.8.1(a) For the purposes of this sub-clause 'usual place of work' shall include a defined district in which an Employee is usually employed.

23.8.1(b) The total period of time off duty other than time in lieu of overtime to which an Employee shall be entitled (whether wholly in respect of excess travelling time or in conjunction with leave credits under any scheme of flexible working hours) shall be limited to a maximum of 7 hours 36 minutes in any fortnightly period.

23.8.1(c) Periods of time off duty to which an Employee shall be entitled under this sub-clause shall, wherever practicable, be taken in the fortnightly pay period following that in which they accrue.

23.8.2 In this clause "excess travelling time" means the time necessarily spent outside an Employee's ordinary hours of duty and in excess of that usually spent in travelling to and from their usual workplace:

23.8.2(a) in travelling to a designated location or return; or

23.8.2(b) where it is necessary for such Employee to secure temporary accommodation in order to undertake duty at such location; or

23.8.2(c) in travelling from his or her usual place of residence to such accommodation and return and from such accommodation to such location and return; or

23.8.2(d) between temporary accommodation at successive locations.

23.8.3 Provided that in computing excess travelling time periods spent in travelling the following shall not be taken into account:

23.8.3(a) of less than 30 minutes a day; or

23.8.3(b) of more than 5 hours per day; or

23.8.3(c) by ship when meals and accommodation are provided; or

23.8.3(d) by aircraft, train, or bus between the hours of 10:00 pm and 7:00 am.

23.8.4 Excess Travelling Time – Part-time Employees

23.8.4(a) A part-time worker is not eligible for excess travelling time.

23.9 DDSO 1 - Sandhurst Centre

23.9.1 A DDSO level 1Q who is required to take charge of Sandhurst Centre, Bendigo shall for each shift when required to take charge be paid an allowance at a rate of \$10,022 per annum from PPOOA 1 December 2012, then \$10,273 per annum from PPOOA 1 December 2013, then \$10,530 per annum from PPOOA 1 December 2014 and then \$10,793 per annum from PPOOA 1 December 2015.

23.10 Confined space allowance

23.10.1 A Tradesperson or Trade Assistant who is required to work in a confined space shall be paid an allowance of \$0.74 per hour from PPOOA 1 December 2012, then \$0.76 per hour from PPOOA 1 December 2013, then \$0.78 per hour from PPOOA 1 December 2014 and then \$0.79 per hour from the PPOOA 1 December 2015 or part thereof whilst working in that confined space. For the purposes of this provision, confined space means a place the dimensions or nature of which necessitate working in a cramped position without sufficient ventilation and includes ceiling spaces, drains, and wearing of full protective suits and respirators.

23.11 Dirty work allowance

23.11.1 A Tradesperson or Trade Assistant who is required to undertake work which the Employer and the Employee agree is of an unusually dirty or offensively dirty nature, such Employee shall be paid an allowance of \$0.60 per hour from PPOOA 1 December 2012 then \$0.62 per hour from PPOOA 1 December 2013, then \$0.64 per hour from PPOOA 1 December 2014 and then \$0.65 per hour from PPOOA 1 December 2015.

23.11.2 Provided that where there is no such agreement, the Employee, or HACSU on behalf of the Employee shall be entitled to ask for a decision on the Employee's claim by the senior management representative of the workplace concerned, not being the management representative who made the decision. In such case a decision shall be made on the Employee's claim within two working days of the Employee's request, or else the allowance shall be paid.

23.11.3 An Employee aggrieved by a management decision made within the allotted two days shall be entitled to pursue through the grievance process in this Agreement.

23.12 Wet clothing allowance

23.12.1 A Tradesperson or Trade Assistant working in any one place where his or her clothing or boots become saturated, whether by water, oil or otherwise, shall be paid an allowance of \$0.60 per hour from PPOOA 1 December 2012, then \$0.62 per hour from PPOOA 1 December 2013, then \$0.64 per hour from PPOOA 1 December 2014 and then \$0.65 per hour from PPOOA 1 December 2015.

23.13 Offensive substance allowance

23.13.1 A Tradesperson or Trade Assistant handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof shall be paid an allowance of \$0.78 per hour from PPOOA 1 December 2012, then \$0.80 per hour from PPOOA 1 December 2013, then \$0.82 per hour from PPOOA 1 December 2014 and then \$0.84 per hour from PPOOA 1 December 2015 or part thereof.

23.14 Training allowance

23.14.1 A non direct care Employee who is involved in the development, planning, monitoring, training or implementation of an authorised skills activity with clients shall be paid an allowance at the rate of \$10.75 per day from PPOOA 1 December 2012, then \$11.02 per day from PPOOA 1 December 2013, then \$11.30 per day from PPOOA 1 December 2014 and then \$11.58 per day from PPOOA 1 December 2015 provided that Employees who receive an allowance under this sub-clause shall not receive an Instructor Trainee/allowance.

23.15 Acting Domestic Services Supervisor

23.15.1 An allowance of \$23.25 per shift from PPOOA 1 December 2012, then \$23.83 per shift from PPOOA 1 December 2013, then \$24.42 per shift from PPOOA 1 December 2014 and then \$25.03 per shift from PPOOA 1 December 2015 shall be paid to an Employee normally under the supervision of a person designated as a Domestic Services Supervisor who is required to act in such position on a Saturday, Sunday or public holiday in the absence of the Domestic Services Supervisor.

23.16 Maintenance Engineers - on call allowance

23.16.1 A Trades Employee who is instructed, prior to ceasing duty, that he or she may be required to attend for extra duty some time before his or her next normal time of commencing duty and that he or she is to be contactable and available to return to duty without delay or within a reasonable period of being recalled, shall be paid an allowance of \$9.17 per night/\$23.07 per day-night from PPOOA 1 December 2012, then \$9.40 per night/\$23.65 per day-night from PPOOA 1 December 2013, then \$9.64 per night/\$24.24 per day-night from PPOOA 1 December 2014 and then \$9.88 per night/\$24.85 per day-night from PPOOA 1 December 2015 as appropriate when on call.

23.17 Plumbers and related classifications

23.17.1 An Employee who is designated as a Plumber who is registered as a Plumber with the Plumbers and Gas fitters Board shall receive an allowance of \$1,391 per annum from PPOOA 1 December 2012, then \$1,426 per annum from PPOOA 1 December 2013, then \$1,461 per annum from PPOOA 1 December

2014 and then \$1,498 per annum from PPOOA 1 December 2015, such allowance is to be treated as salary for all purposes.

23.17.2 An Employee who is designated as a Plumber, Leading Hand (Tradesperson Level 2) or Plumber and is authorised by the Employer to act on his or her plumber's license by signing notices and assuming responsibility to relevant authorities shall be paid an allowance of \$0.95 per hour from PPOOA 1 December 2012, then \$0.98 per hour from PPOOA 1 December 2013, then \$1.00 per hour from PPOOA 1 December 2014 and then \$1.03 per hour from PPOOA 1 December 2015 while so authorised.

23.18 Plumber; Oxyacetylene or Electric Welding Allowance

23.18.1 A plumber, who holds a Victorian Government pressure pipeline oxyacetylene or electric welding certificate and is authorised by the Employer to act on either of these certificates shall be paid an allowance of \$0.55 per hour from PPOOA 1 December 2012, then \$0.57 per hour from PPOOA 1 December 2013, then \$0.58 per hour from PPOOA 1 December 2014 and then \$0.60 per hour from PPOOA 1 December 2015 for each certificate whilst so authorised.

23.19 Instructor/Trainee Allowance

23.19.1 An non-direct care Employee who is certified by the Employer as being required to perform duties involving an Instructor/Trainee relationship with resident clients working under the guidance of that Employee shall receive an allowance of \$499 per annum from PPOOA 1 December 2012, then \$512 per annum from PPOOA 1 December 2013, then \$524 per annum from PPOOA 1 December 2014 and then \$538 per annum from the PPOOA 1 December 2015.

23.20 Clothing Allowance

23.20.1 Direct Care Employees classified as **DDSO** Levels 1 to 4 and unit based Facility Services Officers who elect not to be reissued with a uniform, shall be paid a Clothing Allowance. The allowance payable per annum from PPOOA 1 December 2012 is \$447.90 then \$459.10 from PPOOA 1 December 2013, then \$470.58 from PPOOA 1 December 2014 and then \$482.34 from PPOOA 1 December 2015.

23.20.2 Those Employees who have been supplied with a uniform, and who elect to continue to be issued with a uniform shall not receive the allowance.

23.21 First Aid duties

23.21.1 The Employer will, if the workplace is potentially hazardous, nominate an Employee as first aid officer for a given workplace or work area.

23.21.2 Where the nominated Employee holds a first aid certificate issued by the St John's Ambulance Association or a qualification deemed equivalent the Employer may authorise the payment to such Employee an annual allowance of \$475 per annum from PPOOA 1 December 2012, then \$486 per annum from PPOOA 1 December 2013, then \$499 per annum from PPOOA 1 December 2014 and then \$511 per annum from PPOOA 1 December 2015.

23.22 Interpreting or translating allowances

23.22.1 An Employee who performs casual interpreting or translating duties shall be paid an allowance to bring the rate of total emolument of that Employee to a rate equivalent per annum to \$38,455 per annum from PPOOA 1 December 2012, then \$39,416 per annum from PPOOA 1 December 2013, then \$40,402 per annum from PPOOA 1 December 2014 and then \$41,412 per annum from PPOOA 1 December 2015, for the total period when such duties are performed in any one month, calculated to the next hour above:

23.23 Travelling and Personal Expenses

23.23.1 Subject to and in accordance with this clause Employees may be granted allowances for travelling and personal expenses provided that the Employer ensures that the travelling was necessary, that it could not reasonably have been more economically arranged, and that the claims are correct and unless otherwise authorised by the Employer, outside of an area of 24 kilometres radius of the Employee's workplace (as determined by the Employer), and that the expense incurred would not have been incurred in ordinary circumstances.

23.23.2 Allowances for personal expenses shall, except where otherwise stated, be in addition to the cost of conveyance.

23.23.3 Where the actual and necessary expenses incurred by an Employee when travelling in the course of duty exceed an allowance specified in the agreement in respect of such expenses the Employer may authorise payment of an additional amount to reimburse the Employee for expenses reasonably and necessarily incurred in excess of the appropriate allowance:

23.23.4 Provided that the actual cost of sleeping berths on trains will be allowed.

23.24 Overnight expenses

23.24.1 Domestic Overnight travel expenses

23.24.2 An Employee who is authorised to be absent overnight away from their usual place of work on work related duties shall be paid overnight expenses for Breakfast, Lunch, Dinner and Incidentals in accordance with the rates applied in the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances payable for domestic travel allowance expenses as adjusted from time to time.

23.25 Part day absences

23.25.1 Where an Employee is required to be absent from their usual place of work on work related duties for a day or part of a day, not including overnight, and it has been necessary for the Employee to purchase a meal the Employee shall be paid an allowance equivalent to:

23.25.1(a) the amount so expended as a reimbursement or an allowance in accordance with the following table

Incidence for payment	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
Breakfast: where an Employee is required to leave before 7.00 am unable to return before 9.30 am.	15.24	15,62	16.01	16.41
Lunch: where an Employee is required to leave before 12.00 midday and is unable to return before 3.00 pm and is absent for a period of at least seven hours;	15.24	15.62	16.01	16.41
Dinner: where an Employee is required to leave before 5.00 pm and is unable to return until after 7.00 pm whichever is the lesser	20.20	20.71	21.23	21.76

23.26 Training course allowances

23.26.1 An Employee who is required to attend training courses and conferences where the cost of accommodation and meals is paid for by the Employer will be granted the following allowances in respect of incidental expenses:

	\$ rate per day effective from PPOOA			
Location of course or conference	1 December 2012	1 December 2013	1 December 2014	1 December 2015
Department premises	19.32	19.80	20.30	20.81
Other premises within Victoria	23.79	24.39	24.99	25.62
Interstate	29.25	29.98	30.73	31.50

23.27 Allowances for relocation and location

23.27.1 For eligibility and payment of allowances refer to the attached **Schedule D**.

23.28 Standby and Recall Allowance

- 23.28.1** Provisions for Employees required to be on standby, including their recall to duty, shall be in the following terms:
- 23.28.2** Standby for work is that period of time when an Employee is required by the Employer to be ready to perform work outside of their ordinary working hours, as part of the Employer's formal standby roster to provide management support to community residential services, but where the Employee is not required to be at the Employee's place of work during that period of standby.
- 23.28.3** Attendance to work-related telephone calls, while rostered on standby, shall be counted as being recalled to duty.
- 23.28.4** The purpose of the standby allowance set out in **sub-clause 23.31.8** is to compensate Employees for the inconvenience associated with being rostered on standby and for being recalled to duty for up to one hour's duration.
- 23.28.5** The payment of the standby allowance under **sub-clause 23.31.8** shall constitute total compensation for any intermittent duty in connection with standby being recalled to duty for up to a total of one hour's duration for each period of standby.
- 23.28.6** Any intermittent duty in connection with standby being recalled to duty in excess of one hour's duration shall be remunerated at the rate of time and a half for the first three hours and double time thereafter.
- 23.28.7** Provided an Employee and the Employer make arrangements as to where and how the Employee may be contacted by the Employer to be recalled to duty or to be released from standby, the Employee's movements shall be unrestricted, except that the Employee must be able to be contacted immediately (by telephone or pager) outside their ordinary working hours and must be able to attend work within a reasonable time as required by the Employer.
- 23.28.8** An Employee shall be paid the allowance set out below for each rostered standby period of 12 hours, or part thereof:

Date Of Effect	Amount
First pay period on or after 1-Dec-12	\$67.69
First pay period on or after 1-Dec-13	\$69.38
First pay period on or after 1-Dec-14	\$71.12
First pay period on or after 1-Dec-15	\$72.90

- 23.28.9** Employees who perform standby duty shall be reimbursed the cost of work-related telephone calls made in the course of any standby duty.
- 23.28.10** Where the Employer does not provide the Employee with a vehicle for use while on a rostered standby or recall to duty, and the Employee is therefore required to use the Employee's own vehicle, the Employee shall be paid the allowance for the private means of transport under **sub-clause 23.4** for the use of the Employee's vehicle in attending to standby-related duties.
- 23.28.11 Rest period after standby duty exceeding one hour's duration**
- 23.28.11(a)** Employees recalled to duty are to receive an uninterrupted break of at least eight hours between the end of any recall to duty period exceeding

one hour's duration and the commencement of their next scheduled period of work.

23.28.11(b) If an eight hour break is not granted, overtime payments at double time will be paid for all work until an eight hour break is granted.

23.28.11(c) The Employer must not make a deduction from normal salary if an Employee is released from normal duty to enable the Employee to observe a rest break under **sub-clause 23.28.11(a)**.

23.28.12 Additional leave for Employees performing standby

23.28.12(a) An Employee who is on rostered standby for 35 or more nights within a calendar year shall accrue an additional two days leave per year for each year so worked. This additional leave must be taken as two single (i.e. non-consecutive) days prior to further accrual and does not attract backfill. The additional days will not be taken in conjunction with other forms of leave.

23.29 Part-Time Employees

23.29.1 Except where specified as an hourly or daily rate, the allowances to which a part-time Employee shall be entitled under this clause shall be computed in proportion to the relationship between the fixed number of working hours in a fortnightly pay period and normal hours of duty.

23.30 Electricians Allowance

23.30.1 An Employee who is designated as an Electrician, and registered as an Electrician with the Office of the Chief Electrical Inspector shall be paid an allowance as follows:

23.30.1(a) \$1,391 per annum from PPOOA 1 December 2012, then \$1,426 per annum from PPOOA 1 December 2013, then \$1,461 per annum from PPOOA 1 December 2014 and then \$1,498 per annum from PPOOA 1 December 2015.

23.30.1(b) and such allowance is to be treated as salary for all purposes.

23.30.2 An Employee who is designated as an Electrician, and authorised by the Employer to act on his or her electrician's license by signing notices and assuming responsibility to relevant authorities shall be paid an allowance while so authorised, as follows:

23.30.2(a) \$0.95 per hour from PPOOA 1 December 2012, then \$0.98 per hour from PPOOA 1 December 2013, then \$1.00 per hour from PPOOA 1 December 2014 and then \$1.03 per hour from PPOOA 1 December 2015.

23.31 Retirement Payment

23.31.1 Where an Employee who has been employed for five years or more dies or has their employment terminated on the grounds of ill health, the Employee or their estate (as the case may be) shall be entitled to be paid a retiring gratuity of \$465 from PPOOA 1 December 2012, then \$477 from PPOOA 1 December 2013, then \$489 from PPOOA 1 December 2014 and then \$501 from the PPOOA 1 December 2015 for every completed year of service less any lump sum amount paid on retirement by a superannuation fund or scheme to which the Employer has made contributions on the Employee's behalf.

PART 5 – HOURS OF WORK AND RELATED MATTERS

24. MEAL BREAKS

24.1 Meal break

- 24.1.1** An Employee is entitled to an unpaid meal break(s) of not less than 30 minutes after each five hours of work.
- 24.1.2** An employee must be released from duty for a meal break where possible; however it is recognised that due to operational requirements and resident need it is not always practicable for the Employee to be released from duty to partake in a meal break.
- 24.1.3** Meal breaks shall be scheduled at a time(s) suitable to operational requirements taking into account the wishes of employees (this includes the ability to agree to take a meal break at the end of the shift)
- 24.1.4** The afternoon and morning components of sleepover shall be considered as separate shifts for the purposes of determining meal breaks.

24.2 Meal Break Release

- 24.2.1** Meal breaks are to be identified and scheduled in shifts appropriate to the span of hours where practicable
- 24.2.2** Such meal breaks will be for at least 30 minutes and will be an unpaid break.
- 24.2.3** Where such a break is unable to be taken due to the needs of the residents then the 30 minutes will be paid consistent with the overtime provisions in the Agreement.
- 24.2.4** Where an Employee commences their meal break and is recalled back to work then the 30 minutes will be paid consistent with the overtime provisions in the Agreement.
- 24.2.5** Notwithstanding 24.1.1 and 24.2.2 for active night shift Employees, they will be entitled to one meal break of not less than 30 minutes duration. Where a meal break cannot be taken on an active night shift then the break will be paid consistent with the overtime provisions in the Agreement.

24.3 Meal Break on Premises

- 24.3.1** Where it is not possible to identify and schedule meal breaks in shifts due to the needs of the residents Employees should still be able to take a break to partake in their meal on the job. In such circumstances the 30 minutes will be paid at, and counted as, ordinary hours for all purposes.
- 24.3.2** Prior to the Employer determining that an Employee is unable to leave the premises to have a meal break under clause 24.2.1 the Employer must:
 - 24.3.2(a)** consider (in consultation with employees and with HACSU if requested) if the Employee is unable to leave the premises, taking into account unreasonable affects on the level of care and safety of residents and employees concerned, and
 - 24.3.2(b)** review the decision that the Employee remains on premises at least once every 12 months, in consultation with the Employee/s concerned.

25. HOURS OF DUTY

25.1 Normal hours of duty

25.1.1 The normal hours of duty of full-time Employees shall be 76 hours per fortnight or 76 hours per fortnight averaged over the relevant roster cycle.

25.1.2 Subject to roster change provisions in **clause 26**, the normal hours of duty shall be worked in accordance with the directions of the Employer.

25.1.3 Subject to the general approval of the Employer, an Employee may be directed to remain on duty or to stand by on call for duty beyond the ordinary hours of duty of the Employee.

25.2 Rest breaks - eight hour break

25.2.1 Where reasonably practicable, overtime duty should be arranged so that an Employee has at least eight consecutive hours off duty between the work of successive days or shifts.

25.2.2 Where emergency overtime requirements unavoidably prevent a minimum period of eight hours off duty, an Employee should be released from further duty on his or her next regular day or shift without loss of salary until such rest break is observed.

25.3 Overtime payment where rest break not granted

25.3.1 Where a period of rest relief is granted which permits a person to return to duty later than the time rostered for commencement, overtime payments, in accordance with the provisions of this Agreement are to be made where continuation on duty is required beyond the normal finishing time applying to that shift.

25.4 Rest break provisions - (not applicable to sleepovers)

25.4.1 The provisions of **sub-clause 25.2** and **sub-clause 25.3** shall not apply where an Employee receives the Sleepover provisions relating to Community Residential Units contained in this Agreement.

25.5 Rostered days off

25.5.1 The practices that pertain at the time of the making of this Agreement in regard to the rostering of rostered days off shall continue to prevail unless varied by mutual agreement.

25.6 Cancellation of Shifts

25.6.1 The Employer shall provide a minimum of 24 hours notice to Employees, including casual Employees, for a cancellation of a scheduled shift.

25.6.2 Where 24 hours notice has not been provided in accordance with **sub-clause 25.6.1**, the affected Employee will be offered either:

25.6.2(a) a suitable alternative shift, or

25.6.2(b) the same length of shift at the same or a comparable location.

25.6.3 An affected Employee may elect to not work on that occasion, in which case the Employee will not be paid.

26. ROSTER CHANGES

- 26.1** In order to avoid disputes, the following procedures shall be observed when the Employer intends to alter roster arrangements affecting Employees. Further the parties will establish an agreed state-wide approach to roster management to further decrease the incidence of disputation.
- 26.2** Any proposed alterations to rosters shall be subject to consultation between the Employer at local management level, affected staff and HACSU representatives as requested and within the indicative timeframe. HACSU will be notified and provided with the details of any proposed roster review. Sufficient time should be given to allow that consultation to occur, including with HACSU, at a convenient time and to permit consultation with the Employees concerned to ensure that whatever results from the consultation process is implemented in a smooth and harmonious manner. This consultation process shall occur in an indicative timeframe of twenty eight (28) days.
- 26.3** As part of the consultative process staff and HACSU will be informed of the reasons for the review, the proposed changes and details of the potential impact of the proposed changes. The Employer will give proper consideration to any matters raised by the staff/HACSU and will provide a response to those matters raised.
- 26.4** At the end of the consultation period the new or altered rosters may be posted by the Employer to come into operation no less than 14 days after the date of posting. The posted roster will be provided to all parties.
- 26.5** An Employee or their representative (HACSU) shall, if it objects to the new or altered rosters, notify the Employer and FWC within seven days of the posting, or such earlier date prior to the posting, of its objections and that it requires FWC to convene an urgent hearing. The resolution of the matter shall be dealt with in accordance with the Disputes Settlement Procedure at clause 13.7, 13.8 and 13.9.
- 26.6** Whilst the matter is being dealt with by FWC the existing roster will continue to apply. The new roster can only come into operation once the matter is dealt with by FWC and be implemented consistent with the first roster cycle after the matter has been dealt with by FWC but no less than fourteen (14) days after resolution of the dispute.

27. ROSTERS AND WORKLOAD

27.1 Workload

- 27.1.1** The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.
- 27.1.2** The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, the Employer may require an Employee to work overtime where:
- 27.1.2(a)** such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
- 27.1.2(b)** where, due to an emergency, it has not been possible to provide reasonable notice.

- 27.1.3** When an Employee is required by the Employer to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
- 27.1.4** Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to Employees being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by the Employer to address the Employees' concerns.
- 27.1.5** Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by the Employer, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.

27.2 Rosters

27.2.1 In reviewing roster patterns the following shall be considered:

- 27.2.1(a)** physical care needs of residents;
- 27.2.1(b)** community access/recreation opportunities;
- 27.2.1(c)** developmental/skill maintenance programs;
- 27.2.1(d)** client family contact/support;
- 27.2.1(e)** the potential to incorporate team meetings;
- 27.2.1(f)** Employee professional development and support;
- 27.2.1(g)** performing administrative and 'domestic' duties;
- 27.2.1(h)** appropriate handover opportunities and time between shifts;
- 27.2.1(i)** rosters that are designed to balance family and working life and be mindful of burdens such as travel time, shift patterns including sleepover, in particular in relation to late finishes and early starts;
- 27.2.1(j)** a maximum shift length for all Employees of 12 hours, not including sleepovers and meal breaks;
- 27.2.1(k)** the use of full-time Employees where possible;
- 27.2.1(l)** the potential to employ a permanent relief work force;
- 27.2.1(m)** the implementation of the "one over one" house supervisor arrangement.

27.3 Rostering principles

27.3.1 The Employer shall make every endeavor in respect to the roster formats of full-time Employees to:

- 27.3.1(a)** provide every second weekend off duty over the relevant roster cycle;
- 27.3.1(b)** avoid split weekends, other than where "2 on 2 off" formats are worked;
- 27.3.1(c)** attach rostered days off to weekends off or two consecutive weekdays off; and

27.3.2 The Employer shall make every endeavor in respect to the roster formats of full-time and part-time Employees to:

- 27.3.2(a)** avoid more than 5 consecutive duty shifts;
- 27.3.2(b)** post rosters within a minimum of 2 weeks notice.
- 27.3.2(c)** avoid split shifts
- 27.3.2(d)** ensure as far as practicable that rosters take into account Employees' family responsibilities and provide an appropriate balance between all Employees' work and family responsibilities.

27.3.3 A formalised means by which within established parameters full and part-time Employees may have a greater input into roster design to meet their preferred roster format at the workplace level shall be implemented.

- 27.3.4** Where an Employee(s) requests the avoidance of single days/nights rostered off the Employer will make every endeavor to meet such a request.
- 27.3.5** The Employer shall also take into consideration the following matters:
 - 27.3.5(a)** client needs;
 - 27.3.5(b)** operational requirements
- 27.3.6** For the purpose of these principles, any shift that finishes the day after it commences, including a sleepover shift, shall be deemed to be the one shift.
- 27.3.7** Nothing within this clause shall displace **clause 26** of this Agreement and the roster change process should seek to avoid a diminution of employees overall remuneration or work/life balance arrangements.

27.4 Workload Standard & Review

- 27.4.1** Minimum Standard: The Employer recognises that House Supervisors and Key Workers require adequate time to undertake their administrative tasks. The Employer recognises that there is insufficient time allocated to those tasks in some of the current rosters. This will be addressed in two (2) stages:
 - 27.4.1(a)** A departmental standard of a minimum allocation of administrative time in all rosters with an ability to access additional time in complex locations. The minimum standard will be defined in accordance with the department's policy "*House Supervisor Minimum Standard and Review of Practices*" (dated 1 December 2012)"
 - 27.4.1(b)** The move to the minimum standard will be achieved by putting the requisite number of additional hours in current rosters (where additional non contact hours are required in a house supervisors line to bring them up to the minimum standard). These additional hours will be in addition to the current hours in rosters across the state and move to the minimum standard will not be achieved by taking hours out of rosters to achieve the minimum standard;and
 - 27.4.1(c)** Review the current practices with an aim to reduce the administrative burden of house supervisors and consider a range of matters through a workload review.
 - 27.4.2** The parties have agreed that a joint Employer/HACSU House Supervisors/Operations Managers Workload Review Working Group (working group) will be formed with an agreed independent chairperson. The working group will report within nine (9) months of the Agreement being approved. The Employer will release HACSU nominated Employees from the workplace to participate in the working group.
 - 27.4.3** The Terms of Reference have been agreed and were drafted as part of the conciliation process before Commissioner Roe.
 - 27.4.4** The Employer will release HASCU nominated Employees from the Workplace to participate in the Working Group.
- ## **27.5 Operations Managers**
- 27.5.1** The department will apply a consistent and equitable approach to the distribution of group homes to ensure that operations managers are able to undertake their role and functions and manage their workload appropriately.
 - 27.5.2** The parties note that as part of the organisational restructure it will require a realignment of the current clusters to ensure that the clusters align with the new areas. The department will commence a formal change process to implement

this change. HACSU will have access to the dispute settlement procedure as part of this process.

28. SHIFT LENGTHS AND ROSTERS

28.1 Direct Care, Trades and Support Services Employees

28.1.1 A maximum of 19 days in a 4 week (28 day) cycle is to be worked by Employees unless, and only at the initiation of the Employee, otherwise agreed.

28.1.2 In circumstances where by mutual agreement an Employee elects to work more than 19 days in the 4 week cycle, the Employer shall convert such shift to a maximum of 19 days in the 4 week cycle upon that shift becoming vacant.

28.1.3 Rostering arrangements that provide for less than 19 days in a 4 week (28 day) cycle being worked are not to be effected by the introduction of the above maximum number of shifts worked unless, and only at the initiation of an Employee, otherwise agreed.

28.2 Office Based Employees

28.2.1 Office based Employees unless, and only at the initiation of the Employee, otherwise agreed shall work a maximum of 19 days in a month. This can be implemented using the same flexible work arrangements as other office based Employees, through the application of flexible start and finishing times between 7.45am and 5.45pm. With this arrangement core periods (the periods when Employees must be at work) are set at 9.30 am to 12.00 pm and 2.00 pm to 4.00 pm. By agreement, the start and finish time can be extended to 7.00am – 7.00pm. In those circumstances the core periods may not apply.

28.2.2 Agreement is required on:

28.2.2(a) any core periods during a working day when an Employee must be on duty;

28.2.2(b) the maximum agreement of flexi-time leave an Employee may accrue and when the leave may be taken;

28.2.2(c) the maximum agreement of flexi-time debit an Employee may carry into the next month.

28.2.3 Consideration must be given to the impact flexitime will have on the work unit, and in particular:

28.2.3(a) the need to provide continuity of care to clients;

28.2.3(b) whether the job outcomes and/or work unit objectives are achievable.

28.2.4 Agreement shall not be unreasonably withheld.

28.3 Minimum and maximum shift lengths

28.3.1 The minimum shift length for all Employees shall be 3.5 hours. Total roster hours will be increased accordingly, to accommodate this additional minimum shift length. Accordingly, subject to this clause, shift lengths less than 3.5 hours are to be increased to a minimum of 3.5 hours.

28.3.2 This clause does not entitle the Employer to reduce existing shift lengths that are greater than 3.5 hours.

28.3.3 Notwithstanding the above, at the initiation of the Employee, and agreement of the Employer, exceptions can exist where a shift length may be less than 3.5 hours, but not less than two. In such circumstances the following is to apply:

- 28.3.3(a)** The additional time that would have been worked shall be retained in the roster, and utilised during the roster cycle, to address client or workload needs.
- 28.3.3(b)** If shift lengths of less than 3.5 hours become vacant, the position is to convert to a minimum shift length of 3.5 hours.
- 28.3.3(c)** In order to ensure the effective operation of this clause and to avoid disputes the Divisional Disability Workplace Consultative Committee (established under **sub-clause 14.6**) is to advise the Central Consultative Committee of circumstances where Employees have elected to work shifts of less than 3.5 hours.
- 28.3.4** The maximum shift length shall be 12 hours
- 28.3.4(a)** This clause is not intended to disturb any existing rostering arrangements of shifts in excess of 12 hours
- 28.3.4(b)** Nor does it entitle the Employer to increase existing shift lengths to the 12 hour maximum:
- (i) For purposes other than for genuine client need
 - (ii) To the detriment of part-time Employees having access to equitable rostered hours on weekends and public holidays
 - (iii) To the detriment of a reasonable spread of supervisor hours across the roster to ensure contact with all Employees.

28.4 Shift Duty -Basic Entitlements

28.4.1 Salary barrier

28.4.1(a) Employees other than those who are eligible to receive allowances pursuant to **sub-clause 23.2** who are required to perform rostered time of ordinary duty on Saturdays, Sundays or public holidays or other Employees whose salary exceeds the salary rate of **DDSO 4** year 5 shall be paid allowances as provided in **sub-clause 28.4.3** below.

28.4.2 Hourly Barrier

28.4.2(a) The rate of allowance shall not exceed the hourly rate based on a full-time salary rate of **DDSO 2A** year 8.

28.4.3 Payment for shift duty - Monday to Friday when required, on any day Monday to Friday inclusive (excluding a public holiday):

28.4.3(a) afternoon or short shift - an allowance at the rate of 15% additional of the appropriate hourly rate for each hour of duty; and

28.4.3(b) Night shift – an allowance at the rate of 17.5% additional of the appropriate hourly rate for each hour of duty; and

28.4.3(c) night shift continuously beyond four weeks on a shift commencing before 8:00 pm and continuing beyond 6:00 am, failing wholly within the hours of 8:00 pm and 6:00 am, or commencing between 8:00 pm and 12:00 midnight and lasting for at least eight hours - to be paid 15% allowance of the appropriate hourly rate, additional to the rate prescribed in **sub-clause 28.4.3.(b)** for each hour of duty; provided that this additional payment shall not apply where, but for mutual agreement, the Employee would be required to work rotating shift duty;

28.5 Payment of shift duty - Saturdays, Sundays and Public Holidays

28.5.1 Employees (other than those who receive commuted allowance), who are required to perform rostered time of ordinary duty on Saturdays, Sundays or public holidays or other Employees whose salary exceeds the salary rate of **DDSO 4** year 5 shall be paid an allowance for rostered time of ordinary duty.

28.5.2 Saturday duty (excluding a public holiday) 50% additional to the appropriate hourly rate for each hour of duty

28.5.3 Sunday duty (excluding a public holiday) - 100% additional to the appropriate hourly rate for each hour of duty; and

28.5.4 Public holiday duty - 150% additional to the appropriate hourly rate for each hour of rostered time of ordinary duty performed;

28.6 Definition – from 10 February 2013 afternoon, night and short shifts for the purpose of this clause:

28.6.1 "Afternoon shift", referred to in 28.4.3(a) means a period of duty commencing at or after 10:00 am and before 8:00 pm.

28.6.2 "Night shift", referred to in **28.4.3(b)** means a period of duty commencing at or after 8:00 pm and before 6:00 am.

28.6.3 "Short Shift" means a shift between Monday to Friday (inclusive) that is 5 hours or less in length.

28.7 Public holidays - alternative remuneration

28.7.1 From the commencement of this Agreement until 31 December 2013 where an Employee notifies the Employer not later than two weeks following a public

holiday that instead of being paid at the rate of 150% of the appropriate hourly rate he or she elects to be paid at the rate of 50% of the appropriate hourly rate for each hour of rostered time of ordinary duty performed on that day he or she shall be paid accordingly and in that case shall be granted one day's leave in lieu of such holiday. This clause does not apply to Employees in receipt of commuted allowance.

28.7.2 Employees who have accrued additional leave in accordance with clause 28.4.3(a) shall take their additional leave by 31 December 2013. Any additional leave that is not taken by 31 December 2013 shall have each day they have accrued converted to 7.6 hours and brought forward to their additional leave bank on 1 January 2014.

28.7.3 From 1 January 2014 where an Employee notifies the Employer not later than two weeks following a public holiday that instead of being paid at the rate of 150% of the appropriate hourly rate he or she elects to be paid at the rate of 50% of the appropriate hourly rate for each hour of ordinary duty performed on that day he or she shall be paid accordingly and in that case shall be granted additional leave on the basis of an additional hour's leave for each hour worked on the public holiday. This clause does not apply to Employees in receipt of commuted allowance.

28.8 Shift duty extending into the next day

28.8.1 For the purpose of computing allowances, a shift that finishes on the day after it commences shall be deemed to have been worked in its entirety on the day on which the majority of the shift occurs. Where a shift falls equally on both sides of midnight the majority of the shift shall be deemed to occur where the most advantageous shift allowance for an Employee would be paid.

29. SLEEPOVERS - COMMUNITY RESIDENTIAL UNITS (CRU)

29.1 Community Residential Unit (CRU)

29.1.1 Sleepover allowances

29.1.1(a) An Employee employed in a Community Residential Unit who is required to sleepover on the premises shall be paid an allowance at the rate of:

First pay period on or after 1-Dec 12	First pay period on or after 1-Dec 13	First pay period on or after 1-Dec 14	First pay period on or after 1-Dec 15
\$83.95	\$86.05	\$88.20	\$90.40

for the duration of such period provided that:

- i) Notwithstanding sub-clause 28.8 any Employee who performs a sleepover shift commencing on a Saturday, Sunday or public holiday shall receive the sleepover allowance prescribed by sub-clause 29.1.1, and in addition a 18% loading will apply to the sleepover allowance.
 - ii) Provided that, with respect to New Year's Eve, the additional 18% public holiday loading referred to above shall be payable for the sleepover shift commencing on the evening of 31 December, and shall not be payable for a shift commencing on the evening of 1 January.
 - iii) The shift hours worked either side of a sleepover commencing 31 December will attract the public holiday penalty (other than Employees in receipt of the commuted allowance).
- 29.1.1(b)** payment of the allowance shall be deemed to provide compensation for the sleepover and for all work performed up to a total of one hour's duration; and
- 29.1.1(c)** Where it is identified and advised to the House Supervisor that there is a pattern of multiple disturbances, the sleepover is to be assessed in conjunction with staff to determine the circumstances of the disturbances and mitigation including consideration as to whether the sleepover should be converted to an active night
- 29.1.1(d)** no Employee shall be required to sleep-over outside of the normal hours of rostered duty except by mutual agreement between the Employee and the Employer, and
- 29.1.1(e)** no Employee shall be engaged to perform sleepover duty only; and
- 29.1.1(f)** no sleepover period shall commence prior to 10:00 pm or extend beyond 7:00 am; and
- 29.1.1(g)** any Employee who works 12 hours in addition to a sleepover within any 24 hour period shall be entitled to three hours off duty prior to recommencing. An Employee not so released shall be paid overtime rates or granted at the Employee's option, time in lieu of all time spent working in excess of 21 hours.
- 29.1.1(h)** the Employer shall provide and maintain suitable sleeping accommodation and amenities for the exclusive use of Employees performing sleepover duty.
- 29.1.1(i)** Standards for sleepovers
- i) Employees rostered for sleepover duty can expect to sleep during the sleepover period and resume duty fully rested. The Employee can expect the Employer to provide an environment conducive to sleeping that will be established and monitored by way of an agreed standard. Exclusive toilet, shower and hand basin facilities will be provided for Employees.
 - ii) The parties will develop a set of standards which will deal with the quality, size and replacement schedule of the bed and all bed linen; the bathroom amenities to be provided to sleepover Employees for their exclusive use, which will include a toilet, shower and hand basin, the minimum agreement of exposed electrical equipment; and methods of reducing disturbance during sleep.

30. OVERTIME

30.1.1 Entitlement to overtime

30.1.1(a) Except that Employees whose salary exceeds **DDSO 4** Year 5 being;

First pay period on or after 1-Dec-12	First pay period on or after 1-Dec-13	First pay period on or after 1-Dec-14	First pay period on or after 1-Dec-15
\$80,144	\$82,148	\$84,202	\$86,307

shall not be entitled to overtime payments. All other full-time Employees shall be entitled to overtime payments for all time worked in excess of the Employee's normal rostered hours of duty. **Sub-clause 30.1.5** deals with overtime for part-time Employees.

30.1.1(b) In computing overtime, each day's work shall stand alone provided that any continuous period of overtime that extends after midnight shall be considered as having been performed on the day the overtime commenced.

30.1.2 Overtime - maximum rate

30.1.2(a) The hourly rate for the calculation for payment of overtime shall not exceed that calculated on an annual salary of **DDSO 4** Year 5 being;

First pay period on or after 1-Dec-12	First pay period on or after 1-Dec-13	First pay period on or after 1-Dec-14	First pay period on or after 1-Dec-15
\$80,144	\$82,148	\$84,202	\$86,307

30.1.3 Overtime - preliminary

30.1.3(a) Where, outside his or her normal hours of duty, an Employee is required:

- i) to continue on duty; or
- ii) to undertake official duty regularly at specified times; or
- iii) to stand by on call for duty, he or she shall be entitled to receive an overtime payment (or time off in lieu) as prescribed in this clause.
- iv) in determining whether overtime shall be required the Employer will have regard to an Employee's work/life balance; and
- v) the Employer will also have regard to its occupational health and safety obligations.

30.1.3(b) No overtime payments (or time off in lieu) shall be granted unless the Employer is satisfied that:

- i) the overtime work was necessary and unavoidable; and
- ii) the work was carried out under proper supervision and control, and it is proper that such payment should be paid.

30.1.3(c) Overtime rates shall be calculated on the Employee's ordinary hourly rate excluding allowances.

30.1.3(d) Shift allowance shall not be used in the calculation of overtime.

30.1.4 Overtime - general rates

30.1.4(a) The following overtime rates shall be paid for work performed outside the normal hours of duty:

- i) **Monday to Saturday (inclusive except for public holidays):** at the rate of time and a half of the ordinary rate for the first 3 hours and double time thereafter.
- ii) **Sunday:** in all cases except public holidays at the rate of double time of the ordinary rate.
- iii) **Public Holidays:** at the rate of double time and a half of the ordinary rate.

30.1.5 Overtime – part-time Employees

30.1.5(a) Notwithstanding the provisions of sub-clause **30.1.1** sub-clause **30.1.2** and sub-clause **30.1.3** a part-time Employee shall not be entitled to overtime payment(s) unless the total number of hours worked in a fortnightly pay period by the part-time Employee exceeds 76. Payment, or equivalent time off in lieu, in all other instances for extra work performed in excess of the fixed number of working hours for a part-time Employee in a fortnightly pay period shall be at the ordinary hourly rate.

30.1.6 Overtime – sleepovers

30.1.6(a) Any duty performed by an Employee required to sleep-over on the premises of a **CRU** in excess of a total of one hour per sleep over period shall be paid in accordance with the overtime provisions in **sub-clause 30.1.1 sub-clause 30.1.2** and **sub-clause 30.1.3** notwithstanding the provisions of **sub-clause 30.1.5** relating to overtime provisions for part-time Employees. Such part-time Employees are entitled to receive overtime payment whilst on sleepover duty without the requirement to work 76 hours in the fortnight.

30.1.7 Time off in lieu of overtime payment

30.1.7(a) The following provisions apply to the granting and taking of time off in lieu of payment for overtime:

- i) The Employer may, on application by the Employee, grant time off in lieu in respect of overtime worked by the Employee provided that no time off in lieu shall be granted in respect of any overtime for which payment is made

30.1.7(b) Notwithstanding **sub-clause 30.1.7(c)** and **sub-clause 30.1.7(f)** the accrual and taking of time off in lieu of overtime shall be at the following rates:

- i) Monday – Friday (other than a public holiday) at time for time
- ii) Saturday at the rate of time and a half
- iii) Sunday or Public Holiday at the rate of double time

30.1.7(c) Unless agreed otherwise, accrued time off shall be taken within four weeks of accruing. The Employer may direct the Employee as to when time in lieu shall be taken within this period, and as far as practicable accommodate

the preferences of the Employee concerned when fixing the time for taking the time in lieu.

- 30.1.7(d)** When granting the time off as described above, the Employer shall make all reasonable endeavours to ensure that the time off is structured in such a manner as is suitable to both parties to this Agreement within the parameter's of operational/service requirements and any negative budget impacts.
- 30.1.7(e)** If the time off in lieu has not been taken within four weeks, the Employer shall provide payment at the rate prescribed for the payment of overtime in **sub-clause 30.1.4** on the days the overtime was originally worked for all untaken accrued time in lieu. Overtime payments made will be for the actual number of hours worked not the adjusted penalty hours.
- 30.1.7(f)** Where it is agreed that accrued time off in lieu shall be taken after four weeks of accruing, overtime payments shall not be made at the end of the first four week period.
- 30.1.7(g)** If the accrued time in lieu is not taken at the subsequent agreed date, and the Employee has been given the opportunity to take accrued time in lieu on that date but has not availed him or herself of the opportunity, the untaken time in lieu will be paid out at the applicable overtime rate in **sub-clause 30.1.4, sub-clause 30.1.5** and **sub-clause 30.1.6** based on the day(s) the overtime was originally worked.

30.1.8 Overtime - minimum payments on recall

- 30.1.8(a)** An Employee, who due to emergency or other unforeseen circumstances is recalled to perform overtime duty, shall be paid for a minimum of three hours work at the appropriate overtime rate prescribed in this clause.
- 30.1.8(b)** An Employee, recalled to work within three hours of starting work on previous recall, shall not be entitled to any additional payment for the time worked within a period of three hours from the time of commencement of duty on the previous recall.
- 30.1.8(c)** The provisions of this sub-clause shall not apply:
- i) where overtime duty is continuous, or separated only by a meal break, with the completion or commencement of ordinary hours of duty;
 - ii) to an Employee who is on standby or on call duty for which an allowance is paid;
 - iii) to an Employee who is on sleepover in a Community Residential Unit.

30.1.9 Overtime meal allowances

- 30.1.9(a)** An Employee who is required to work a period of overtime which:
- i) immediately follows or immediately precedes a scheduled period of ordinary duty and is not less than two hours; or
 - ii) does not immediately follow or immediately precede a scheduled period of duty, and
 - iii) includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or
 - iv) where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours:

- v) shall be eligible to receive the meal allowance payable in accordance with this clause.

30.1.10 Subject to the overtime meal allowance **sub-clause 30.1.9** an Employee required to work overtime shall receive:

30.1.10(a) in the case where the duration of the overtime includes the period between 6:00 pm and 7:00 pm:

- i) \$23.60 from the PPOOA 1 May 2008, and adjusted thereafter in accordance with Australian Taxation Office rulings, where an Employee takes a meal break of one hour at any time prior to completing the overtime; or
- ii) a rate calculated as 67% of that prescribed by **sub-clause 30.1.10(a)(i)** above, where an Employee either takes a meal break of less than one hour but not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements; and

30.1.10(b) in all other cases a rate calculated as 75% of that prescribed by **sub-clause 30.1.10(a)(i)** above where the Employee either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

30.1.11 Meals purchased in a canteen

30.1.11(a) An Employee otherwise eligible for a meal allowance provided for in **sub-clause 30.1.9** who purchases a meal of two or more courses at a canteen, cafeteria, mess-room or dining room of the Employer the cost of which is less than the allowance, shall be reimbursed the actual cost of such meal in lieu of the allowance.

30.1.12 Equitable access to additional hours

30.1.12(a) The parties support equitable access to non-rostered additional hours in order to avoid disputes. Therefore the Employer will, in consultation with HACSU Central, ensure a shift replacement process that includes an availability option for all Employees, other than casuals. The process must also take into consideration the requirements of the facility, when engaging Employees for additional hours (See also **sub-clause 15.7.11**).

PART 6 – LEAVE OF ABSENCE

31. RECREATION LEAVE

31.1 Recreation leave shall commence accruing progressively from 1 January 2014.

31.2 Accrual of recreation leave - full-time Employees

31.2.1 An Employee is entitled to four weeks' paid recreation leave in respect of each calendar year of service. For the purposes of this entitlement, four weeks' leave is equivalent to 152 hours of duty for a full-time Employee.

31.2.2 In respect of the calendar year in which an Employee commences or ceases employment, he or she shall be entitled to recreational leave for a period of 12 2/3rd hours for each completed month of service and such leave shall accrue progressively. For periods of employment less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

31.3 Part-time Employees

31.3.1 A part-time Employee is entitled to recreation leave on a pro-rata basis. For periods of employment less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

31.4 Shift workers - additional recreation leave

31.4.1 An Employee who is on rostered shift duty and who is regularly required to perform duty over seven days a week including Sundays and public holidays shall be entitled to additional recreation leave.

31.4.1(a) where the rostered time of ordinary duty includes at least 10 Sundays during the period of recreation leave accrual, an additional one week's recreation leave; or,

31.4.1(b) where the rostered time of ordinary duty includes less than 10 Sundays during the period of recreation leave accrual, additional recreation leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.

31.4.2 Rostered Sunday overtime duty shall be deemed to be counted where such duty is of more than three hours duration and further that a period of rostered duty which commences on a Saturday and extends into a Sunday or commences on a Sunday and extends into a Monday shall be deemed to be a period of Sunday duty.

31.5 Shift workers annual allowance

31.5.1 For the purposes of this clause an eligible Employee is one who is rostered on shift duty and regularly required to perform duty over seven days a week, including Sundays and public holidays who, in addition to their entitlement to four weeks annual leave, is entitled to a fifth week of annual leave:

31.5.1(a) Where his or her rostered time of ordinary duty includes at least 10 Sundays during he period of annual leave accrual; or

31.5.1(b) Where his or her rostered time of ordinary duty includes less than 10 Sundays during he period of annual leave accrual, additional leave at the rate of one tenth of a working week in respect of each Sunday so rostered:

31.5.1(c) Provided that rostered Sunday overtime duty shall be deemed to be counted where such duty is more than three hours duration and further that a period of rostered duty, which commences on the Saturday and extends into a Sunday or commences on a Sunday and extends into a Monday shall be deemed to be a period of Sunday duty.

31.5.2 Eligible Employees may make a voluntary election in writing to take the fifth week's leave referred to as above as an additional weeks pay in lieu of the fifth week of recreation leave. The weeks pay in lieu can not be paid if it would result in the Employee's remaining accrued entitlement to recreation leave being less than 4 weeks.

31.5.3 The Employer shall only refuse an Employee's election to receive the additional week's pay where sufficient Employees exist at the relevant work place to allow backfilling of all leave entitlements or when an Employee's election would adversely affect the employment contract of another Employee.

31.5.4 Where an eligible Employee elects to receive the additional week's salary in lieu of the leave, and the Employer approves that election, the Employee shall be

paid the full amount that would have been payable to the Employee had the Employee taken the recreational leave instead taking of payment in lieu.

- 31.5.5** Where an eligible Employee desires to substitute a date for payment other than that described above, then the Employee must notify the Employer of the substitute date 28 days in advance. No more than two weeks additional pay may be carried over from one year to another.
- 31.5.6** An eligible Employee must make his or her election on or before the 1 January each year. Employees commencing during the course of a year must make their election within 28 days of commencement and thereafter on or before the 1 January each year. Where the Employer refuses an Employee's election to receive the week's additional pay, such notification must be provided to the Employee within 28 days from receipt of the election.
- 31.5.7** Where an eligible Employee's election to receive the additional week's pay has been approved, and employment ceases during the course of the year, the Employee shall be paid the appropriate pro rata quantum, together with the following payments:
- 31.5.7(a)** for Employees in receipt of the commuted shift allowance as described in **sub-clause 23.2**, an allowance at the rate of 17.5% of the remuneration payable above. Provided that the maximum allowance payable above shall not exceed an amount calculated in respect of the annual salary of: **DDSO 4** year 5 being; \$80,144 on the PPOOA 1 December 2012, then \$82,148 from the PPOOA 1 December 2013, then \$84,202 from the PPOOA 1 December 2014 and then \$86,307 from the PPOOA 1 December 2015, at the first day of January of the year in which the leave is taken.
- 31.5.7(b)** for other Employees, an allowance equal to any additional payments to which the Employee would have been entitled for shift, Saturday or Sunday duty not in excess of the prescribed weekly hours which the Employee would otherwise have been entitled to receive had the Employee not elected to receive the weeks additional pay in lieu of the fifth weeks leave.
- 31.5.8** Employees will be advised in writing of the option to make a voluntary election under this clause.
- 31.6 Taking of recreation leave and substituted leave**
- 31.6.1** Leave of absence for recreation leave or substituted leave (as provided for in **clause 31** and **clause 37** of this Agreement) shall be granted by the Employer in accordance with the provisions of this Agreement at such times as are convenient to the operational needs of the Employer and the Employer must not unreasonably refuse to agree to a request by the Employee to take paid recreational leave.
- 31.6.2** Leave planning: to promote the fair and equitable access to preferred leave dates and operational efficiency, all employees will be requested to nominate their preferred leave dates on a leave planner. The employer will respond to the leave preferences of staff taking into account operational need and the leave preferences of other staff.
- 31.6.3** The Employer may direct an Employee to take any leave of absence for recreation to which an Employee is entitled at such times as is convenient to the operational needs of the Employer, but as far as practicable the wishes of the Employee concerned shall be taken into consideration when fixing the time for the taking of the leave.
- 31.6.4** Employees can take recreation leave using flexible options including:

- 31.6.4(a)** Capacity to take leave at ½ pay double time
- 31.6.4(b)** Taking of leave is not restricted to pay period cycles
- 31.6.4(c)** Single day annual and sub leave may be taken
- 31.6.5** Notwithstanding the above, Employees shall, on a regular basis be given the opportunity to review the planned leave arrangements and nominate their preferred days for taking their leave. The Employer shall consider such requests in the context of operational requirements, make all reasonable efforts to accommodate such requests.
- 31.6.6** Every Employee shall be granted and shall take the leave of absence for recreation to which the Employee is entitled in respect of any calendar year's service not later than 31 December next following the year in which the entitlement accrues. Any leave of absence for recreation not taken by that date shall be taken at the direction of the Employer after consulting with the Employee as to their preferred times for taking such leave. The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably deny such requests.
- 31.6.7** Notwithstanding the above, where it has been established to the satisfaction of the Employer that exceptional circumstances exist approval may be granted for any Employee to retain the entitlement to leave beyond the limit described above.
- 31.6.8** If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid recreational leave on that public holiday.
- 31.6.9** An Employee who, upon retirement, resignation, dismissal or termination of services or employment, has accrued recreation leave must be paid in lieu of such recreation leave such amount being the salary and allowances the Employee would have received if the recreation leave had been taken. The payment on termination of employment in respect of accrued substituted leave shall be the ordinary salary for such substituted leave.
- 31.6.10** An Employee granted leave under **clause 42** who has accrued leave of absence for recreation or substituted leave:
 - 31.6.10(a)** may elect during the first 12 months of such leave to be paid in lieu of leave of absence for recreation or substituted leave; and
 - 31.6.10(b)** must be paid in lieu of leave of absence for recreation or substituted leave if an election is not made.
- 31.6.11** Part-time Employees when taking recreation leave in periods of one week or more shall be paid, whilst on such leave of absence, pro-rata, commensurate with the actual hours worked within the relevant accrual period. In calculating the leave to be paid, where the leave period extends beyond an even weekly period(s), those recreation hours which extend beyond the weekly period shall be deducted in accordance with the shifts to be worked had the Employee not proceeded on recreation leave. For example, if an Employee applied for between two and three weeks recreation leave, leave paid would be on the basis of two weeks commensurate with the actual hours worked within the relevant accrual period plus the shifts which the Employee would have been absent during the second and third weeks of leave.
- 31.6.12** Subject to the leave balance requirements in **sub-clause 31.5.2**, a part-time Employee may elect to take additional leave credits up to a maximum of 38

hours per week during the period of leave. Any additional hours of recreation leave taken will be deducted from the Employee's recreation leave balance.

31.7 Recreation leave allowances

31.7.1 Basic entitlements

31.7.2 An Employee shall, in respect of recreation leave, be entitled to be paid in addition to an amount payable by way of salary and other emoluments included in **sub-clause 31.7.4**, the greater of the two amounts calculated in accordance with the following:

31.7.2(a) an allowance at the rate of 17.5 per cent of the total remuneration of the Employee for the period of recreation leave, subject to remuneration for the purposes of calculating this allowance being deemed to be the remuneration of the Employee as at the first pay period on or after the first day of January of the year in which the recreation leave is taken; or

31.7.2(b) an allowance equal to any additional payments to which an Employee would be entitled for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which the Employee would be required to perform if he or she were not proceeding on recreation leave; provided where the Employer is unable to calculate the allowance to which an Employee would be entitled above on the basis of an actual or projected roster, the allowance shall be the average weekly additional payments which an Employee has received or is entitled to receive in respect of shift, Saturday or Sunday duty not in excess of prescribed weekly hours performed in the period of 12 weeks terminating three weeks prior to the commencement of the recreation leave period.

31.7.3 Maximum payment

31.7.3(a) Provided that the maximum allowance payable above shall not exceed an amount calculated in respect of the annual salary of **DDSO 4** year 5 being; \$80,144 on the PPOOA 1 December 2012, then \$82,148 from the PPOOA 1 December 2013, then \$84,202 from the PPOOA 1 December 2014 and then \$86,307 from the PPOOA 1 December 2015 at the first day of January of the year in which the leave is taken.

31.7.4 Allowances paid on recreation leave

31.7.4(a) The following allowances shall be paid while an Employee is on recreation leave (in addition to recreation leave allowance):

Sub-clause	Allowance
22.4	Higher Duties - Providing the Employee was performing higher duties on the day before going on recreation leave.
23.2	Commuted Shift Allowance.
23.6	Local Disability Allowance.
23.7	Qualifications Allowance
23.14	Allowance paid to Trade Assistant in charge of plant containing fully manned boilers.
23.21	Qualification allowance registered Class 1 Plumber
23.22	Instructor/Trainee relationship allowance.

31.8 Leave not counted for recreation leave accrual

31.8.1 The following shall not be counted as service for the purposes of determining recreation leave entitlements in respect of a calendar year

31.8.1(a) Division 1 nurse training leave; or

31.8.1(b) personal leave without pay which in the aggregate exceeds three months in such a calendar year; or

31.8.1(c) any other periods of leave (other than recreation leave, personal leave or full-time study leave) which in the aggregate exceeds one month in such calendar year; or

31.8.1(d) any period of leave without pay carrying over into the following calendar year and leave without pay immediately following a period of maternity, paternity/partner or adoption leave without pay.

31.8.2 When in any calendar year an Employee is absent on leave for any period which under this sub-clause and is not to be regarded as service, the period of leave of absence for recreation to which the Employee would otherwise be entitled in respect of that calendar year shall be reduced by 12 and 2/3rd hours for each complete month of the aggregate of such periods of absence during such year.

31.8.3 Provided that for where leave of absence for recreation has already been taken in excess of the reduced period so computed the period of leave of absence for recreation to which the Employee shall be entitled in respect of the following year shall be reduced by the period of excess leave so taken.

31.9 Purchased leave

31.9.1 Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 48 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

31.9.2 Where an Employee is considering entering into a purchased leave arrangement, the Employer must provide the Employee with a statement outlining the impact that a purchased leave arrangement has on salary and all other entitlements, together with details of the alternative options available under **sub-clause**

31.9.6. The statement outlining the impact that a purchased leave arrangement has on salary and other entitlements will form part of the Request for Purchased Leave Application to be signed by the Employee.

31.9.3 Where the Employer and an Employee agree to a reduction in the number of working weeks under **sub-clause 31.9.1** the Employee will receive additional annual leave as follows:

48/52 weeks	Additional 4 weeks' leave
49/52 weeks	Additional 3 weeks' leave
50/52 weeks	Additional 2 weeks' leave
51/52 weeks	Additional 1 week's leave

31.9.4 the Employee will receive a salary equal to the period worked (eg 48 weeks, 51 weeks) which will be spread over a 52 week period; and

31.9.5 accrual of sick leave and long service leave by the Employee shall remain unchanged.

- 31.9.6** As an alternative to entering into an agreement under **sub-clause 31.9.1**, an Employee may request leave without pay under **sub-clause 34.1** or that their recreation leave entitlement under **clause 31** to be converted to double leave on half pay.
- 31.9.7** The Employer will endeavour to accommodate Employee requests for arrangements under this clause, providing that the availability of purchased leave arrangements will be subject to workload and do not impact on service delivery. Purchased leave requests and the timing of leave taken under purchased leave arrangements will be approved by local management.
- 31.9.8** Where such requests are granted, the Employer will make proper arrangements to ensure that the level of service provided to clients can be maintained, the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.
- 31.9.9** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

32. PARENTAL LEAVE

- 32.1** Subject to the terms of this clause Employees are entitled to paid and unpaid maternity, paternity and partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 32.1.1** The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.
- 32.1.2** An **eligible casual Employee** means a casual Employee:
- 32.1.2(a)** employed for a minimum period of 15.2 hours per fortnight for at least two periods of employment in the immediate period of 12 months prior to proceeding on parental leave; and
- 32.1.2(b)** who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 32.1.3** the Employee shall be eligible to access paid parental leave consistent with the paid parental leave provisions of an ongoing (part-time) Employee. Payment shall be calculated on the average weekly hours worked in the previous 12 months prior to proceeding on paid parental leave, ie the total number of casual hours worked during the previous 12 months divided by 52.18.
- 32.1.4** An Employer must not fail to re-engage a casual Employee because:
- 32.1.4(a)** the Employee or Employee's spouse is pregnant; or
- 32.1.4(b)** the Employee is or has been immediately absent on parental leave.
- 32.1.5** 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.
- 32.2 Definitions**
- 32.2.1** For the purpose of this clause child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

32.2.2 For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

32.3 Basic entitlement

32.3.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

32.3.2 Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	14 weeks	38 weeks if primary care giver	52 weeks
Paternity and partner	1 week	51 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	14 weeks	38 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks

32.4 Employee Couple – Concurrent Leave

32.4.1 Parental leave is to be available to only one parent at a time, in a single unbroken period. However, both parents may simultaneously take:

32.4.1(a) in the case of paternity/partner leave an Employee shall be entitled to a total of 1 week (paid at the relevant weekly amount for a part-time Employee) paid leave (which need not be taken consecutively) and up to 2 weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and

32.4.1(b) in the case of short adoption leave for the secondary care giver, one week's paid leave and up to two weeks' unpaid leave which may be commenced at the time of placement.

32.4.2 Subject to **sub-clause 32.8.1(a)**, the total concurrent leave must be for a period of 3 weeks or less. Where the Employer agrees, the Employee may start concurrent leave earlier or end concurrent leave later than provided for in **sub-clause 32.4.1**.

32.5 Maternity leave

32.5.1 An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

32.5.1(a) of the expected date of confinement (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a

certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

32.5.1(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

32.5.2 When the Employee gives notice under **sub-clause 32.5.1(a)** hereof the Employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

32.5.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

32.5.4 Subject to **sub-clause 32.3.1** hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

32.5.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under **sub-clause 32.11.2**, an Employer may require the Employee to provide a certificate from a registered medical practitioner stating that she is fit for work in her present position. The Employer may require the Employee to start maternity leave if the Employee:

32.5.5(a) does not give the Employer the requested certificate within 7 days after the request; or,

32.5.5(b) within 7 days after the request for the certificate, gives the Employer the medical certificate stating that the Employee is unfit to work.

32.5.6 Where leave is granted under **sub-clause 32.5.4** hereof, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

32.5.7 Personal Illness Leave and Special Maternity Leave

32.5.7(a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave (the Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below or a certificate from a registered medical practitioner), in accordance with the following:

- i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
- ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under **sub-clause 32.3.1**, and thereafter, to unpaid special maternity leave.

32.5.7(b) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid personal illness leave to which she is entitled and/or unpaid personal

illness leave in accordance with the relevant personal illness leave provisions.

32.5.8 Ante-Natal Leave

32.5.8(a) In addition to the maternity leave and sick/carers leave provisions of this Agreement, an Employee other than a casual Employee, who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

32.5.8(b) The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.

32.5.8(c) On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

32.6 Paternity/Partner leave

32.6.1 An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity and partner leave, with:

32.6.1(a) evidence (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

32.6.1(b) written notification of the dates on which he or she proposes to start and finish the period of paternity and partner leave; and

32.6.1(c) a statutory declaration stating:

- i) except in relation to leave taken simultaneously with the child's mother under **sub-clause 32.4.1** or **sub-clause 32.8.1(a)**, that he or she will take the period of paternity and partner leave to become the primary care-giver of a child;
- ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
- iii) that for the period of paternity and partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

32.6.2 The Employee will not be in breach of **sub-clause 32.6.1** hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

32.7 Adoption leave

32.7.1 The Employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

- 32.7.2** The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 32.7.3** The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
- 32.7.3(a)** Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
- 32.7.3(b)** Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 32.7.4** As a general rule, the Employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 32.7.5** Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- 32.7.5(a)** that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
- 32.7.5(b)** except in relation to leave taken simultaneously with the child's other adoptive parent under **sub-clause 32.4.1** or **sub-clause 32.8.1(a)**, that the Employee is seeking adoption leave to become the primary care-giver of the child;
- 32.7.5(c)** particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- 32.7.5(d)** that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 32.7.6** An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
- 32.7.7** Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 32.7.8** An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 32.7.9** An Employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

32.8 Right to request

32.8.1 An Employee entitled to parental leave pursuant to the provisions of **sub-clause 32.3.1** may request the Employer to allow the Employee:

32.8.1(a) to extend the period of simultaneous unpaid parental leave provided for in **sub-clause 32.4.1** up to a maximum of eight weeks;

32.8.1(b) to extend the period of unpaid parental leave provided for in **sub-clause 32.3.1** by a further continuous period of leave not exceeding 12 months;

32.8.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

32.8.1(d) to assist the Employee in reconciling work and parental responsibilities.

32.8.2 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

32.8.3 Employee's request and Employer's decision to be in writing.

32.8.4 The Employee's request and the Employer's decision made under sub-clause 32.7.1(b) and sub-clause 32.7.1(c) must be recorded in writing. The Employer's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

32.9 Request to return to work part-time

32.9.1 Where an Employee wishes to make a request under **sub-clause 32.8.1(c)**, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

32.10 Variation of period of parental leave

32.10.1 Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under **sub-clause 32.3.1** and **sub-clause 32.8.1(b)** an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

32.11 Parental leave and other entitlements

32.11.1 An Employee may in lieu of or in conjunction with parental leave, access any recreation leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **sub-clause 32.8**.

32.11.2 Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

32.12 Transfer to a safe job

32.12.1 Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Employer deems it practicable, be

transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave. The Employer may require the evidence referred to above to be a medical certificate.

32.12.2 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or the Employer may require the Employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

32.12.2(a) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

32.12.2(b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

32.13 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

32.14 Returning to work after a period of parental leave

32.14.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

32.14.2 Subject to **sub-clause 32.14.3**, 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 pursuant to **sub-clause 32.12** hereof, the Employee will be entitled to return to the position they held immediately before such transfer.

32.14.3 Where such position no longer exists but there are other positions available which the Employee is qualified for 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.

32.15 Replacement Employees

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

32.15.2 Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

32.16 Consultation and Communication during Parental leave

32.16.1 Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, the Employer shall take reasonable steps to:

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

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

32.16.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration

of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

32.16.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **sub-clause 32.14.1**.

33. PERSONAL/CARER'S LEAVE

33.1 The provisions of this clause apply to full-time and regular part-time Employees. See **sub-clause 33.9.4** for casual Employees' entitlements.

33.1.1 Amount of paid personal/carer's leave

33.1.1(a) Paid personal/carer's leave will be available to an Employee when they are absent because of:

33.1.1(b) personal illness or injury; or

33.1.1(c) personal illness or injury of an immediate family or household member who requires the Employee's care or support; or

33.1.1(d) an unexpected emergency affecting an immediate family or household member; or

33.1.1(e) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis

33.2 Personal leave entitlement:

33.2.1 A full time Employee is entitled to paid personal/carer's leave of 114 hours (120 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). A part-time Employee is entitled to pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.

33.2.2 Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.

33.2.3 Employees appointed to a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.

33.2.4 Leave without pay will not count as service for personal/carer's leave accrual purposes.

33.2.5 Accrued personal/carer's leave will not be paid out on termination of employment.

33.3 Accumulation

33.3.1 Personal leave is cumulative and:

33.3.2 the scale of credits prescribed for Employees shall be computed from the date of commencement of employment-

33.3.3 in respect of personal leave taken without pay by an Employee in his or her first year of employment and in respect of which sick leave credits accrue or additional sick leave credits accrue on completion of one year's employment, the Employee shall be entitled to use such credits in order to receive payment for leave previously taken without pay on account of sickness in the first year of employment.

33.4 Immediate family or household

33.4.1 The term **immediate family** includes:

33.4.1(a) spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A defacto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

33.4.1(b) child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

33.5 Use of accumulated personal/carer's leave

33.5.1 An Employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

33.6 Personal leave without a medical certificate

33.6.1 For any period exceeding three days continuous personal leave an Employee shall furnish either a certificate by a registered health practitioner or a statutory declaration, setting out the cause of the personal leave, provided that, where the number of personal leave days taken by an Employee in any one year without a medical certificate a statutory declaration) exceeds five days in aggregate, the number of days absent in excess of five days shall be deducted as recreation leave or leave without pay on the Employee's election and not as personal leave.

33.7 Registered health practitioners

33.7.1 For the purposes of this clause, "registered health practitioner" means one of the following: Doctor of medicine; Chiropodist; Chiropractor; Dentist; Optometrist; Osteopath; Physiotherapist; Podiatrist; Psychiatrist; Psychologist; or a practitioner registered by the Chinese Medicine Registration Board of Victoria.

33.8 Certificate from defined practitioners

33.8.1 Where an Employee is absent from duty on account of a disability which required or requires attendance upon a registered; Chiropodist; Chiropractor; Dentist; Optometrist; Osteopath; Physiotherapist; Podiatrist; Psychologist; or a practitioner registered by the Chinese Medicine Registration Board of Victoria, he or she may be granted, out of their sick leave entitlement, leave for a period not exceeding one week in aggregate (in respect of any one or a combination of such practitioners) in any 12 month period provided he/she furnishes a certificate from such practitioner(s).

33.9 Carer's leave

33.9.1 Use of personal leave

33.9.1(a) An Employee with responsibilities in relation to either members of their immediate family (see definition in **sub-clause 33.4**) or members of their household who need their care or support shall be entitled to use, in accordance with this clause, any personal leave entitlement for absences to provide care or support for such persons when they are ill.

33.9.1(b) The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

33.9.1(c) The entitlement to use personal leave in accordance with this clause is subject to the Employee being responsible for the care of the person

concerned; and the person concerned being either a member of the Employee's immediate family, or a member of the Employee's household.

33.9.1(d) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take 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. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

33.9.2 Absence on public holidays

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

33.9.3 Exhaustion of personal leave credits

33.9.3(a) Where personal leave credits are exhausted, leave may be deducted from an Employee's recreation leave credits or leave without pay granted, whichever the Employee elects.

33.9.4 Casual Employees – Caring responsibilities/Compassionate leave

33.9.4(a) Casual Employees are entitled to be unavailable to attend work or to leave work:

- i) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- ii) upon the death in Australia of an immediate family or household member

33.9.4(b) The organisation and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

33.9.4(c) The organisation will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

33.10 **Compassionate Leave**

33.10.1 Amount of compassionate leave

33.10.1(a) Employees are entitled to three days compassionate leave on full pay for each occasion, when a member of the Employee's immediate family or a member of the Employee's household:

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

33.10.2 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

33.10.3 Such leave does not have to be taken consecutively.

33.10.4 In addition to the entitlement under **sub-clause 33.10.1**, an additional day's compassionate leave on full pay may be granted to any Employee on account of the death or serious illness of his/her spouse, child, father, mother, brother, sister or grandparent or those of his/her spouse or in the any other case where in the opinion of the Employer special circumstances exist.

33.10.5 Notwithstanding **sub-clause 33.10.1** and **sub-clause 33.10.4**, if the Employer is satisfied that on account of pressing necessity leave should be granted to an Employee the Employer may grant such leave as the Employer considers appropriate and on such terms as she or he sees fit.

33.10.6 An Employee may take unpaid compassionate leave by agreement with the Employer.

33.10.7 The organisation will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

33.11 Additional Matters

33.11.1 Pregnancy

33.11.1(a) No female Employee shall be entitled to personal leave on account only of being pregnant or having recently given birth to a child, but nothing in this sub-clause shall prevent an Employee being entitled to personal leave on account of illness resulting from pregnancy or childbirth.

33.11.2 Personal leave in excess of 13 weeks

33.11.2(a) Continuous leave with pay shall not be granted to an Employee for any period exceeding 13 weeks, unless an authorised Medical Practitioner approved by the Employer certifies that the leave is necessary. Where an Employee is continuously absent from duty on account of illness for a period beyond 13 weeks, such Employee shall not be permitted to return to duty until the authorised Medical Practitioner certifies that he or she is fit to resume work.

33.11.3 Alcohol and drug related leave

33.11.3(a) Where an Employee is suffering misuse of alcohol and or other drugs and has exhausted all accrued personal leave entitlements and agrees to undergo and is accepted to an approved rehabilitation program, that Employee shall be granted leave of absence without pay.

33.11.4 Dangerous medical conditions

33.11.4(a) If the Employer has reason to believe that an Employee is in such a state of health as to render such an Employee a danger to fellow Employees, the Employer may require the Employee to obtain and furnish a report as to his or her condition from a duly qualified medical practitioner, or may require such Employee to be examined by a registered medical practitioner.

33.11.4(b) Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period, or, if already on leave of absence, direct such Employee to continue on leave for a specified period, and the absence of such Employee shall be regarded as absence owing to illness.

33.11.5 Poliomyelitis leave

33.11.5(a) If an Employee is certified by a designated medical practitioner to be suffering from poliomyelitis, or the after effects thereof, and to be unfit for duty, leave of absence six months on full pay and three months on half

pay may be granted. Any leave so granted in excess of the amount outstanding to his or her credit shall not be regarded as debit against such Employee, and on his or her resumption of duty shall be entitled to a total initial credit of not less than 122 hours on full pay and 122 hours on half pay.

33.11.6 Tuberculosis leave

33.11.6(a) An Employee suffering from pulmonary tuberculosis and to be probably curable shall be granted leave of six months on full pay and three months on half pay. Provided that such pay may be conditional on the Employee undergoing treatment in an approved sanatorium when so recommended by a designated medical practitioner. Any Leave so granted in excess of the amount standing to his/her credit shall not be regarded as a debit against such an Employee. On resumption of duty, such Employee shall be entitled to a total initial credit of not less than 122 hours on full pay and 122 hours on half pay.

33.11.6(b) An Employee medically certified as having suspected tubercular infection may be granted leave on full pay for a period not exceeding 13 weeks. Provided that such pay may be conditional upon the Employee undergoing treatment in an approved sanatorium when so recommended by a designated medical practitioner. Any leave so granted in excess of the amount outstanding to the credit of the Employee shall not be regarded as a debit against such Employee.

33.11.6(c) Leave of absence under this clause shall not be granted to an Employee who is certified by a designated medical practitioner as having suffered from pulmonary tuberculosis prior to being employed by the Employer.

33.11.7 Unpaid leave for family purpose

33.11.7(a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

33.11.8 Recreation leave

33.11.8(a) Notwithstanding the provision of this clause, an Employee may elect, with the consent of the Employer, to take recreation leave not exceeding five days in any calendar year at a time or times agreed between the parties.

33.11.8(b) An Employee and Employer may agree to defer payment of the recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

33.11.9 Make-up time

33.11.9(a) An Employee may elect, with the consent of their Employer, to work 'make-up time", under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement at ordinary rates.

34. OTHER FORMS OF LEAVE

34.1 Leave Without Pay

34.1.1 Leave of absence may be granted to on-going or fixed term Employees. When considering applications for leave of absence for fixed term Employees the duration of the fixed term agreement is to be considered.

34.1.2 Leave without pay shall not break the Employee's continuity of employment but will not count as service for leave accrual or other purposes.

- 34.1.3** The following are indicative of the reasons for which leave of absence may be granted, provided that this is not an exhaustive list:
- 34.1.3(a)** For family reasons, such as caring for children or elderly/invalid relatives, leave of absence may be granted to extend other entitlements already taken such as Parental Leave.
 - 34.1.3(b)** To undertake employment, including self employment, research or study that is considered to be of benefit to the Employer.
 - 34.1.3(c)** To campaign for public office, provided that leave may not be granted for the purpose of standing for Federal election.
 - 34.1.3(d)** To participate in, officiate at, train for and recover from sporting events at a State or National level.
 - 34.1.3(e)** To pursue the development of personal interests, including artistic, cultural and literary pursuits.
 - 34.1.3(f)** To accompany a spouse/partner who has been transferred to another location or who has been granted leave that involves travel.
- 34.1.4** Employees seeking to take periods of leave without pay should be aware that there is no automatic entitlement to such leave. In general Employees should use any entitlement to accrued recreation leave or substituted leave prior to being granted leave without pay. Applications will be considered, case-by-case, on their merits and with regard to the operational and workforce planning requirements of the Employer.
- 34.1.5** Requests for leave without pay are required to be lodged at least six weeks prior to the commencement of the proposed leave. This will allow sufficient time for the application to be considered by the Employer, at the appropriate levels of management, and the delegate who has the authority to reject or accept the application. (This requirement may be waived for applications of an urgent nature).
- 34.1.6** Applications for leave of absence should state the proposed period of leave and the reason for the leave. The Employer may request supporting documentation.
- 34.1.7** An Employee wishing to resume work earlier than the date agreed at the time the leave was approved, should give a minimum of one month's notice of the proposed early resumption date for the Employer's consideration.
- 34.1.8** An Employee may take Leave Without Pay to undertake employment with HACSU subject to the following:
- 34.1.8(a)** Employees should have completed 2 years satisfactory service;
 - 34.1.8(b)** The nature of the employment with HACSU should be paid full-time and to undertake functional industrial activities rather than essentially administrative or clerical support duties;
 - 34.1.8(c)** The period of leave without pay should not be more than 2 years, unless special circumstances apply; and
 - 34.1.8(d)** The period of leave without pay shall not break the Employee's continuity of employment and will count as service, including for long service leave purposes.
- 34.2 War service**
- 34.2.1** Where the Employer is satisfied that the illness of an Employee with at least six months service is directly attributable to or is aggravated by the service of the Employee in connection with the war like operations in Vietnam after 31 July,

1962, such Employee shall, apart from any sick leave which may be standing to the credit of such Employee be credited with special leave with full pay amounting to 114 hours in respect of each year of service from 31 July 1962.

34.2.2 Leave under this shall be cumulative provided that the total of such accumulated leave standing to the credit of an Employee shall not exceed 760 hours.

34.3 Trade union training leave

34.3.1 In order to maintain good industrial relations and for the avoidance and settlement of disputes, an Employee who has been nominated by the HACSU and has been accepted by TUT INC. to attend a union training course may be granted Trade Union Training Leave on full pay for up to five days in any one calendar year subject to the Employer being satisfied that the course of training is likely to contribute to a better understanding of industrial relations, or in the case of a duly elected Occupational Health and Safety Representative nominated to attend an occupational health and safety course, is likely to assist the Employee discharge his or her functions as a health and safety representative; and provided that the granting of leave will not unduly affect the operations of the Employer.

34.3.2 Leave on full pay in excess of five days and up to 10 days may be granted in any one calendar year subject to the total union training leave in that year and the subsequent year not exceeding 10 days.

34.4 Health and Safety Training Leave

34.4.1 Upon election as a health and safety representative, an Employee shall be granted leave on full pay for up to five days, as soon as practicable after appointment having regard to the availability of course places and the work of the Employer, to attend an introductory health and safety representative's course which has been approved by the Occupational Health and Safety Commission (or its successor).

34.4.2 An Employee shall be granted this leave on no more than one occasion and this leave is in addition to any Trade Union Training leave granted under **sub-clause 34.3.**

34.5 Jury Service

34.5.1 Any Employee required to attend and serve as a juror in any court shall be granted leave with pay for the period during which the attendance of the Employee at court is required.

34.6 Defence Force Leave

34.6.1 Service with the Defence Reserve is regulated by the *Defence Reserve Service (Protection) Act 2001* (Cth) as amended from time to time.

34.6.2 Employees volunteering to perform defence reserve service provide a valuable contribution to the Australian community recognised by both parties to this Agreement.

34.6.3 Where an Employee is required to provide ordinary reserve service, such as attending an annual training camp or meeting other reservist training requirements; or where the Australian Defence Force requests the voluntary services of an Employee reservist; or where an Employee reservist volunteers to provide defence services without an Australian Defence Force request for their service, the Employee may be granted such leave with pay:

34.6.3(a) for its duration where the requirement does not exceed 14 days; or

- 34.6.3(b)** for its duration in excess of 14 days up to a maximum of 78 weeks continuous service where the Commanding Officer of the relevant service certifies such service and where the Employee support an application under the Commonwealth Employer Support Payment Scheme.
- 34.6.4** The Employer will not ordinarily withhold approval for requests under **sub-clause 34.6.3** unless there are exceptional circumstances involving the Employee's work or the number of training courses exceeds two in any one year. In such circumstances the Employee's manager will negotiate with the Employee and the Australian Defence Force to arrive at a mutually agreeable outcome.
- 34.6.5** In connection with leave approved under **sub-clause 34.6.3(b)** the Employee may be paid only the amount (if any) by which the pay (exclusive of any overtime, penalty rates, higher duties or other allowance or payment of a temporary character) such Employee would have received had he or she remained on duty exceeds the pay (including marriage and separation allowances) received by reason of attendance at a camp or training course or by providing voluntary service.
- 34.6.6** Where an Employee is unable to meet the requirements under **sub-clause 34.6.3(b)**; or where the call out provisions of the Commonwealth Act are used, the Employee may be granted leave without pay to meet the defence service requirements.
- 34.6.7** An Employee may, at his or her election, be granted any recreation leave due to him or her in lieu of an equivalent period of leave under this clause.
- 34.6.8** Proof of attendance
- 34.6.8(a)** An Employee who requires leave under this clause shall submit, in writing, an application to the Employer and the relevant application form for the Commonwealth Employer Support Payment Scheme, and, upon completion of the period of such leave shall furnish satisfactory evidence that he or she has attended for the purpose for which the leave was granted.
- 34.6.9** Effects on continuity of service and accrual of benefits
- 34.6.9(a)** Any period of leave granted to an Employee under this clause shall not affect the incremental progression, accruing recreation leave and personal leave credits, or eligibility for long service leave of such Employee.
- 34.6.10** Injury or illness while on defence force leave
- 34.6.10(a)** An Employee who, while serving with the Australia Defence Force, sustains injury or contracts illness necessitating absence from duty beyond the period of leave granted under this clause may be granted leave on the following terms:
- i) If compensation is not paid to the Employee by the appropriate Commonwealth Employer in respect of such absence the leave may be granted as personal leave; or
 - ii) If compensation is paid and is equal to or exceeds the amount of pay which the Employee would have received had he or she been granted personal leave, the leave shall be granted without pay; or
 - iii) If compensation is paid and is less than the amount of pay which the Employee would have received had the Employee been granted personal leave, he or she may be paid an amount equal to the difference, and his or her personal leave credit with full pay or half pay (as the case may be) reduced as if personal leave had been

granted for such number of days as is appropriate to the amount of the difference.

34.7 Justice of the Peace Leave

34.7.1 An Employee who is a Justice of the Peace and who is required to officiate at the Magistrates' Courts in such capacity, may be granted leave up to five days per year to so officiate.

34.8 Emergency Services Leave

34.8.1 If the Employee is a registered member of a volunteer Organisation and is called upon, the Employee will be released from normal duties without loss of salary or entitlements to participate in fire fighting, flood relief, or other declared emergency activity.

34.8.2 Verification of the Employee's bona fide involvement in an emergency activity is required and should be in the form of a written statement from the relevant authority (eg. Country Fire Authority, State Emergency Service) which states the nature of the activity and period of service required of the Employee.

34.9 Study leave

34.9.1 Study leave entitlements – general

34.9.1(a) Study leave may be granted for the purposes of undertaking approved studies as follows:

- i) Attending lectures, tutorials and other approved study activities: leave, granted, with or without pay, shall not exceed 7 hours, 36 minutes per week other than in exceptional circumstances;
- ii) Attending seminars and excursions: leave with pay in any one calendar year for a period which does not exceed 152 hours,
- iii) Examinations: up to a total of 38 hours leave with pay in any one calendar year for the purpose of preparing for examinations, or for written or practical work which is in lieu of or in addition to examinations; and,
- iv) in addition, leave with pay to attend examinations.

34.9.2 Study leave - part-time workers

34.9.2(a) In determining an application for study leave by a part-time worker, the Employer shall grant such proportion of the leave which it would be appropriate to grant were such part-time worker employed on the basis of the prescribed fortnightly hours of duty as is equivalent to the ratio the fixed fortnightly hours worked by such part-time worker bears to such prescribed hours of duty.

34.9.3 Special circumstances

34.9.3(a) Notwithstanding that lectures, tutorials or other approved study activities are available outside normal working hours, the Employer, if satisfied that there are special circumstances, may grant leave (not exceeding three hours plus reasonable travelling time per week) as the Employer considers appropriate.

34.9.3(b) Notwithstanding anything in this clause, if in the opinion of the Employer exceptional circumstances exist, an Employee may be granted leave for a period in excess of that provided for in **sub-clause 34.9.1** and **sub-clause 34.9.2** and may be granted such leave:

- i) without pay; or
- ii) with pay on the condition that it will be offset by the performance of duties by the Employee outside normal working hours.

34.9.4 Study Leave - Organisational or technological change

34.9.4(a) Where the duties, promotional opportunities or qualifications of an Employee are affected by technological or organisational changes within the operations of the Employer, study leave, as set out in **sub-clause 34.9.1** shall be granted with pay or without pay as is necessary to enable that Employee to undertake duties appropriate to the position which is equivalent in classification or career potential to that of his or her position.

34.9.5 Dedicated Funding

34.9.5(a) In order to allow Employees access to study leave, the Employer shall provide dedicated funding. The Employer shall provide an additional \$40,000 (including on-costs) per annum for study leave over the life of the 2004 agreement, with regional contributions maintained at least to the equivalent of regional expenditure over 2003/2004. Access to study leave and the expenditure shall be monitored by the Central Training Consultative Implementation Committee (**CTCIC**).

34.9.6 In accordance with the Employer's study leave policy, the Employer aims to support Employees undertaking relevant study based on an annual applications and approval process. Preference to study leave shall be given to Employees:

- 34.9.6(a)** Successful in gaining an Employer funded scholarship.
- 34.9.6(b)** Seeking recruitment to Higher Classification; in particular the **Advanced Diploma of Disability Work**.
- 34.9.6(c)** Seeking to gain appointment to a more complex setting at the DDSO-2 level.
- 34.9.6(d)** Who provide evidence of active Professional Development Plans

34.9.7 While study leave application and approval include the criteria referred to in **sub-clause 34.9** such application and approval is not limited to those criteria. Accordingly, the Employer shall not unreasonably withhold approval for general applications for relevant study leave.

34.9.8 Employees aggrieved by decision

34.9.8(a) Any applicant for study leave who feels aggrieved by the Employer's decision with respect to that application shall have the right to appeal such a decision using the grievance procedure set down in this Agreement.

34.10 Division I nurse training leave

34.10.1 An Employee who holds a current practising certificate for psychiatric or mental retardation nursing, and has been selected to undertake a course of training for the purpose of obtaining a nursing certificate in order to obtain a Division 1 nursing qualification, may be granted paid leave to attend such course providing the Employee agrees, prior to commencement of such leave that he or she will not terminate his or her studies without the written consent of the Employer and will, if required, remain in the employ of the Employer for a period of two years on completion of the course.

34.10.2 Paid leave granted in regard to **sub-clause 34.10.1** shall not include payment for overtime, penalty rates, higher duties or allowances of a temporary nature,

which the Employee would have received had such Employee remained on normal duties.

34.10.3 Leave granted under **sub-clause 34.10.1** shall be counted for the purpose of calculating incremental progression, sick leave, recreation leave and long service leave entitlements.

35. LONG SERVICE LEAVE

35.1 Basic Entitlement

35.1.1 An Employee is entitled to the equivalent of three months long service leave with pay for each period of ten years of continuous service in the Victorian Public Service.

35.1.2 An Employee may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service.

35.1.3 An Employer may allow an Employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the Employee is so entitled.

35.2 Granting of leave

35.2.1 The Employer shall have discretion as to the time of granting long service leave so that the workplace will not be unduly affected by the granting of such leave to numbers of Employees at or about the same time.

35.3 Pay in lieu of Long Service Leave for Part Service

35.3.1 An Employee is entitled to, or (in the case of death) deemed to have been entitled to be granted an amount of long service leave with pay equalling one fortieth of the Employee's period of service if:

35.3.1(a) the period of service of the Employee, is not less than 4 years but less than 7 years that period of service; and

35.3.1(b) the period of service is more than 7 years, then that part of the period of service which does not give rise to an entitlement under **sub-clause 35.1.1** , and then only if,

35.3.1(c) on account of age or ill health:

- i) the on going Employee, fixed term Employee retires or is retired; or
- ii) the employment of the Employee is terminated; or

35.3.1(d) for any other reason except a breach of discipline, the employment of the on going Employee, fixed term Employee is terminated; or

35.3.1(e) the Employee dies.

35.3.2 Any entitlement under this sub-clause is additional to an entitlement under **sub-clause 35.1** of this Agreement.

35.4 Payment In Lieu Of Long Service Leave

35.4.1(a) An Employee may elect to take pay in lieu of the whole or any part of any long service leave to which he or she is entitled if because of age or ill health:

- i) the on going Employee retires or is retired; or
- ii) the employment of the Employee is terminated.

35.4.1(b) The Employee must elect in writing in order to receive pay in lieu of long service leave.

35.4.1(c) The Employer must grant the Employee pay in lieu of long service leave in accordance with the election.

35.6 In the case of an Employee who has died or is physically or mentally incapacitated the application may be made by the legal personal representative of such Employee for payment in lieu of long service leave owed.

35.7 Pay in lieu of Long Service for other circumstances

35.7.1. If:

35.7.1(a) an on going Employee, fixed term Employee with service of not less than 10 years resigns or his or her employment terminated; or

35.7.1(b) a fixed term Employee or a temporary Employee with service of not less than 10 years resigns or for any other reason other than age or ill health has his or her employment terminated;

35.7.1(c) the Employer must grant the Employee a sum determined by the Employer in lieu of long service leave.

35.8 The sum determined by the Employer:

35.8.1. must be in accordance with departmental guidelines upon written application from the Employee; and

35.8.2. must not exceed a sum representing pay for service equal to one-fortieth of the period of service; and

35.8.3. must not be paid in respect of any period of service in respect of which long service leave with pay or pay in lieu has been taken by the Employee.

35.9 For the purpose of this clause the employment of a fixed term Employee or temporary Employee is to be taken to be terminated:

35.9.1. because of age - if on or after attaining the age of 60 years he or she ceases to be an Employee;

35.9.2. on account of ill health - if he or she produces to the Employer satisfactory evidence that the cessation of employment is due to ill health which is likely to be permanent.

35.10 Recognised Service

35.10.1 In **sub-clause 35.10.2** an "authority" means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.

35.10.2 Subject to **sub-clause 35.10.3** the following will be recognised as service in the Victorian Public Service for the purposes of long service leave ("Recognised Service"):

35.10.2(a) any service with a State or Commonwealth Government Department; or

35.10.2(b) any service with an authority of a State or Commonwealth Government Department; or

35.10.2(c) any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or

35.10.2(d) any service with a local governing body that is established by or under a law of a State; or

35.10.2(e) any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies.

- 35.10.3** Provided that such service is only recognised if the body described above recognises for long service leave purposes service with the Victorian Public Service.
- 35.10.3(a)** Service for the purpose of long service leave does not include any period of service:
- i which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:
 - ii an absence of 3 years or less in the nature of retirement occasioned by disability; or
 - iii an absence of 2 years or less which in the opinion of the Employer was caused by special circumstances; or
- 35.10.3(b)** during any absence from duty on maternity, paternity/partner or adoption leave without pay; or
- 35.10.3(c)** except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or
- 35.10.3(d)** during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 2005* (Vic) or any corresponding previous enactment, other than the first 12 months of that period; or
- 35.10.3(e)** which followed the date on which a pension under the *State Superannuation Act 1988* (Vic) (or similar provision applying to persons employed by a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding 12 months during which a pension under **section 83A** of that Act (or similar provision applying to persons employed by a declared authority) was paid; or
- 35.10.3(f)** from which the Employee was dismissed for disciplinary reasons; or
- 35.10.3(g)** which preceded the resignation of the Employee from the public service or the termination of the Employee's employment in the public service if on that resignation or termination the Employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to his or her entitlements under any Act or agreement.
- 35.11** An application pursuant to **sub-clause 35.10.3(a)(ii)** may be made at any time up to the expiration of three months of the date the Employee dies, retires, resigns, is dismissed or has his or her services dispensed with or terminated as the case may be.
- 35.12** The pay to which a Full time Employee is entitled for the period during which long service leave is granted shall:
- 35.12.1** if the leave is granted with full pay - be computed in the same manner as if the Employee had remained on duty during that period; or
- 35.12.2** if the leave is granted at half pay - be computed at half the rate the Employee would have received had the leave been granted with full pay.
- 35.12.3** In addition to any other entitlement that applies, the pay to which a Part-time Employee is entitled for the period during which long service leave is granted shall include the average weekday, weekend and public holiday shift allowances paid during the actual time worked in the 12 months prior to the commencement of the long service leave which the Employee would otherwise have been entitled to receive had the employee not proceeded on Long Service

Leave. This provision shall not apply to Long Service Leave paid on termination of employment.

35.13 Where the service of an Employee includes a period during which the normal hours of duty of such Employee were less than full-time the pay to which he or she is entitled while on long service leave or the pay in lieu thereof (as the case may be) shall be computed on a proportionate basis.

35.14 If a public holiday occurs during a period of long service leave granted to an Employee, the Employer shall grant the Employee a day off in lieu convenient to the Employer and Employee.

36. PUBLIC HOLIDAYS

36.1 Prescribed public holidays

Employees shall be entitled to holidays on the following declared or proclaimed days - New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, Queens' Birthday, Eight Hours Day or Labour Day; and Melbourne Cup Day or in lieu of Melbourne Cup Day some other day as determined in a particular locality.

36.1 Substitute and additional days

36.1.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

36.1.2 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

36.1.3 When New Year's Day is a Saturday or Sunday, an additional holiday shall be observed on the next Monday.

36.1.4 When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

36.1.5 When Anzac Day falls on a Sunday in 2010, a holiday in lieu shall be observed on Monday 26 April.

36.1.6 When Anzac Day falls on Easter Monday in 2011, a holiday in lieu shall be observed on Tuesday 26 April.

36.2 Other additional public holidays

36.2.1 Where public holidays are declared or prescribed on days other than those set out in **sub-clause 36.1** those days shall constitute additional holidays for the purpose of this Agreement.

36.3 Alternative public holidays

36.3.1 The Employer, with the agreement of HACSU Central on behalf of the Employees, may substitute another day for any prescribed in this clause.

36.3.2 The Employer and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.

36.3.3 An agreement pursuant to **sub-clause 36.4.1** shall be recorded in writing and be available to every affected Employee.

36.3.4 HACSU Central shall be informed of an agreement pursuant to **sub-clause 36.4.2** and may within seven days refuse to accept it but will not unreasonably refuse to accept the agreement.

36.3.5 If HACSU Central, pursuant to **sub-clause 36.4.4**, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Employer, the Employees and HACSU Central.

36.3.6 If no resolution is achieved pursuant to **sub-clause 36.4.5** the Employer may apply to FWC for approval of the agreement reached with Employees. Such application must be made 14 or more days before the prescribed holiday. After giving the Employer and HACSU Central an opportunity to be heard, FWC will determine the application.

36.4 Entitlements

36.4.1 An Employee who performs ordinary hours of duty on a public holiday:

36.4.1(a) is entitled to the rate of pay prescribed in **sub-clause 28.6**, or

36.4.1(b) may elect to receive the alternative remuneration prescribed in **sub-clause 28.7**.

36.4.2 An Employee who performs overtime on a public holiday is entitled to the rate of pay prescribed in sub-clause 30.4.1(a)(iii)

36.4.3 Notwithstanding **sub-clause 36.2** hereof, an Employee, other than a casual Employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day, shall be:

36.4.3(a) paid at the appropriate holiday rate as provided in the agreement at **sub-clause 28.5.3**; and

36.4.3(b) if such an Employee also works on the substitute day or days, he or she shall be paid at the normal rate of work of this day or these days.

36.4.4 If the Employee works on the substituted day and not the declared public holiday, the Employee shall receive Agreement public holiday entitlements for working the substituted day. The Employee shall only receive the benefit for either the declared public holiday or the substituted day contingent upon the day worked.

36.4.5 In addition to the benefits referred to in **sub-clause 36.5.3** and **sub-clause 36.5.4** hereof, an Employee who works on Christmas Day shall receive a loading of one half of an ordinary day's salary.

36.4.6 A rostered Employee who is rostered off duty on a public holiday shall receive substituted leave for that holiday.

36.5 Rostered days off on public holidays

36.5.1 An Employee whose rostered day off falls on a holiday observed in accordance with this Agreement shall be granted one day's leave in lieu of such holiday.

37. SUBSTITUTED LEAVE

37.1 Where the nature of the employment of an Employee does not permit the observance of public holidays as they occur, such Employee shall be entitled to such substituted leave provided that, for a part-time worker, payment for a public holiday granted as a day's leave shall be made only in respect of those public holidays on which a part-time worker would have worked had there been no public holiday.

37.2 Leave of absence for substituted leave in lieu of public holidays shall be granted by the Employer in accordance with the provisions of this Agreement at such times as are convenient to the needs of the Employer.

37.3 The Employer may direct an Employee to take any leave of absence for substituted leave to which an Employee is entitled at such times as is convenient to the needs of the Employer, but as far as practicable the wishes of the Employee concerned shall be taken into consideration when fixing the time for the taking of the leave.

37.4 Notwithstanding the above, Employees shall, on a regular basis be given the opportunity to nominate their preferred days for taking their substituted leave.

37.5 The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably withhold such requests.

37.6 Every Employee shall be granted and shall take the leave of absence for substituted leave to which the Employee is entitled in respect of any calendar year's service not later than 31 December next following the year in which the entitlement accrues. Any leave of absence for substituted leave not taken by that date shall be taken at the direction of the Employer after consulting with the Employee as to their preferred times for taking such leave. The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably withhold such requests.

37.7 Notwithstanding the above, where it has been established to the satisfaction of the Employer that exceptional circumstances exist approval may be granted for any Employee to retain the entitlement to leave beyond the limit described above.

37.8 An Employee who, upon retirement, resignation, dismissal or termination of services or employment, has accrued substituted leave must be paid in lieu of such leave of absence at the ordinary salary for such substituted leave.

38. ADDITIONAL LEAVE FOR EMPLOYEES ON-CALL

38.1 An Employee who is on-call under **sub-clause 23.31** for 35 or more nights within a year shall accrue an additional two days' leave per year for each year so worked. This additional leave must be taken as two single (i.e. non-consecutive) days prior to further accrual and do not attract backfill. The additional days will not be taken in conjunction with other forms of leave.

PART 7 – TRANSFERS AND RELOCATION

39. ALLOWANCES FOR LOCATION AND RELOCATION

39.1 Allowances for location and relocation are dealt with in Schedule D.

40. REDEPLOYMENT

40.1 Redeployment

40.1.1 An ongoing Employee may only be transferred to an office or position the salary or wage for which is less than that for which he or she holds in accordance with the provisions of this clause.

40.1.2 An ongoing Employee may be transferred to an office the salary or wage for which is less than that for which he or she holds office where:

40.1.2(a) the ongoing Employee has requested to be transferred to that office;

40.1.2(b) the transfer is made:

- i) after the Employer has satisfied itself that the ongoing Employee is unable or unfit to discharge or incapable of efficiently discharging the duties of his or her office, is not discharging the duties of his or her office efficiently or satisfactorily, is not qualified temperamentally or otherwise for the efficient and satisfactory performance of the duties of his or her office or is inefficient in the prompt and effective discharge of his or her duties; or
- ii) pursuant to the discipline procedures established by **Schedule C** of this Agreement; or

40.1.2(c) the qualifications for the office which he or she holds include a requirement that the holder of the office:

- i) obtain or achieve the progress specified in such requirement towards the obtaining of a particular qualification; or
- ii) possess or obtain a particular practising or trade or other certificate or licence and he or she fails to obtain or achieve the necessary progress towards the qualifications or ceases to possess or fails to obtain the certificate or licence as the case may be.

40.1.3 An ongoing Employee may be transferred to an office the salary or wage for which is less than that for which he or she holds office where:

40.1.3(a) the transfer is made as a consequence of the ongoing Employee's former office being declared by an Employer to be surplus to requirements; and

40.1.3(b) the Employer is satisfied that:

- i) there is no available vacant office which is equivalent to the ongoing Employee's former office; and
- ii) the nature of the office to which the ongoing Employee is to be transferred is as close as possible to that of the ongoing Employee's former office; and

40.1.3(c) the ongoing Employee, while holding the office to which he or she is to be transferred, will receive a remuneration which is not less than the remuneration applicable to the ongoing Employee's former office.

40.1.4 Where redeployment is to occur, the Employer shall determine a suitable redeployment position having regard to the following:

40.1.4(a) the qualifications/experience of a surplus ongoing Employee;

40.1.4(b) the training/retraining requirements of the position;

40.1.4(c) the current salary range of a surplus ongoing Employee;

40.1.4(d) geographic location including total travel time; and

40.1.4(e) other special considerations.

40.1.5 A surplus on going Employee shall have a choice of all available positions where more than one such position is available.

40.1.6 Salary Maintenance

40.1.6(a) An ongoing Employee who is redeployed, or an Employee with not less than 5 years continuous service who is redeployed, must be paid:

- i) on an ongoing basis, a salary not less than the Employee would have been paid in the Employee's position prior to the re-deployment, as adjusted from time to time in accordance with salary increases under this Agreement and adjusted to reflect each incremental step through the former classification on the anniversary of each increment; and
- ii) for a period of 12 months from the date of redeployment, a total emolument which is not less than the salary payable immediately prior to the date of transfer and the all purpose allowances paid to the ongoing Employee or Employee over the preceding 12 months.

40.1.6(b) For the purposes of this sub-clause "all purpose allowances" means any allowance (other than a higher duties allowance) which an ongoing Employee or Employee would have been entitled to be paid whilst on recreation leave and shift allowances paid to the ongoing Employee or Employee during the 12 months immediately preceding the day of transfer.

40.1.7 Disturbance Allowance

40.1.7(a) An ongoing Employee who is redeployed or an Employee with not less than 5 years continuous service who is redeployed and who is required to travel to a new work location is entitled to be paid an allowance in compensation for all disturbance factors, which are not otherwise provided for in this Agreement, in the following circumstances:

- i) at rate of \$1,100 per annum from PPOOA 1 December 2012, then \$1,127 per annum from PPOOA 1 December 2013, then \$1,156 per annum from PPOOA 1 December 2014 and then \$1,184 per annum from PPOOA 1 December 2015 per annum, if the ongoing Employee or Employee is required to travel up to an extra 30 minutes or an extra 30 kilometres per day; and
- ii) at rate of \$1,100 per annum from PPOOA 1 December 2012, then \$1,127 per annum from PPOOA 1 December 2013, then \$1,156 per annum from PPOOA 1 December 2014 and then \$1,184 per annum from PPOOA 1 December 2015, per annum from, for each additional 30 minutes or 30 kilometres or part thereof;
- iii) but no allowance will be paid if the ongoing Employee or Employee is required to travel less than 10 kilometres extra per day.

40.1.7(b) An ongoing Employee or an Employee entitled to an allowance under **sub-clause 40.1.7** may, in lieu, elect to be reimbursed all additional travel costs at public transport rates for a period of one year.

40.1.7(c) A redeployed ongoing Employee or Employee who is not entitled to an allowance under **sub-clause 40.1.7** but who is required to pay additional travel costs as a result of relocation is entitled to be reimbursed those additional costs at public transport rates for a period of one year.

40.1.7(d) Allowances under **sub-clause 40.1.7** may be paid only once in compensation for all disturbance factors incurred by the one transfer.

PART 8 – OCCUPATIONAL HEALTH AND SAFETY

41. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

41.1 Objectives

41.1.1 This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The parties acknowledge that a new effort needs to be made to address the significant occupational health and safety (OH&S) issues within Disability Services. The parties are committed to the promotion of a joint and united approach to consultation and resolution of OH&S issues. The provisions of this Agreement shall operate in conjunction with the *Occupational Health and Safety Act 2004* (Vic).

41.1.2 The agreement commits the parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their representatives, of management systems and procedures designed to, so far as is practicable:

41.1.2(a) identify, assess and control workplace hazards;

41.1.2(b) reduce the incidence and cost of occupational injury and illness;

41.1.2(c) identify and appropriately manage work and management practices which may impact on OH&S;

41.1.2(d) provide a rehabilitation system for workers affected by occupational injury or illness; and

41.1.2(e) consider the impact of changes to work practices and staffing on occupational health and safety.

41.1.3 Subject to the legislative provisions, and with particular reference to **s25** and **s74** of the *Occupational Health and Safety Act 2004* (Vic) (OH&S Act) Employees have the right-to cease work where there is an immediate risk to health and safety and their elected Occupational Health and Safety Representatives' right to advise them to do so.

41.1.4 OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

41.2 OH&S consultation

41.2.1 Consultative mechanisms in the form of OH&S Committees will be established and maintained within each Division to address OH&S issues. Such mechanisms will:

41.2.1(a) be established in accordance with the *Occupational Health and Safety Act 2004* (Vic).

41.2.1(b) be established in consultation with Employees and their representatives (HACSU or other nominated representative).

41.2.1(c) include the establishment of consultative procedures for the resolution of health and safety issues which are consistent with the Employer's agreed issue resolution procedures and that includes all the rights of health and safety representatives under the OH&S Act including to advise workers to refuse to do work which poses an immediate risk to health and safety, issue PINs, and seek the assistance of any person.

- 41.2.2** The OH&S committees shall consist of equal numbers of Employer representatives and elected health and Safety Representatives unless otherwise agreed.
- 41.2.3** The OH&S committees shall meet at least bimonthly and will facilitate co-operation between the Employer and Employees on health and safety issues including the development, implementation and review of OH&S policy and procedures, analysis of the injury/incident trends and workers' compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken. The committees shall ensure an appropriate focus on disability services and in particular, the issue of occupational assault.
- 41.2.4** At the central level the Employer shall maintain a consultative forum on OH&S, which will have HACSU/Employee and Employer representation. This forum will provide for the parties to this Agreement to:
- 41.2.4(a)** consider and advise the Employer on OH&S issues of statewide and cross divisional importance;
 - 41.2.4(b)** review statistical reports and other relevant information including changes to statutory requirements, and identify priorities for the development of OH&S programs, policies, procedures, training and information;
 - 41.2.4(c)** establish minimum standards for OH&S consultative processes within the department. These minimum standards will cover processes for the identification and implementation of designated work groups, election processes for health and safety representatives, effective operation of divisional OH&S committees and issue resolution processes.
 - 41.2.4(d)** Review progress on identified occupational health and safety priority activities.
- 41.3 OH&S training**
- 41.3.1** The Employer will provide paid time release for Health and Safety Representatives to attend Victorian Workcover Authority (**VWA**) approved Health and Safety Representative training from an agreed **VWA**-accredited provider of their choice with such pay as he or she would otherwise be entitled to receive from the Employer for work during that period and not otherwise be disadvantaged. Preferred provider arrangements will be established in consultation with HACSU to ensure Health and Safety Representative training includes risk management information appropriate to the risks of the intellectual disability sector.
- 41.3.1(a)** The initial five-day **VWA** - approved Health and Safety Representative training and the subsequent annual one-day refresher training will be provided at the expense of the Employer.
 - 41.3.1(b)** Any reasonable additional costs, such as parking or travel costs, will be reimbursed by the Employer.
- 41.3.2** Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures. The central Occupational Health and Safety Committee will conduct a training needs analysis in the area of OH&S in disability services to commence within three months of the making of this Agreement.
- 41.3.3** Occupational Health and Safety management training programs will outline the OH&S roles and responsibilities of managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control

measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

41.4 Designated Work Groups

- 41.4.1** The parties will review the Designated Work Groups (**DWGs**) in each service and region, and negotiate revised Designated Work Groups where appropriate through existing structures. The maximum number of CRU's a health and safety representative will cover is four.
- 41.4.2** The parties at the central level will establish instructions and guidelines for the conduct of the reviews of **DWGs** at the local level. The parties shall work cooperatively to ensure that **DWGs** are established and maintained and that elections of OH&S representatives are conducted in a timely manner. To this end, the Employer will fast track the finalisation and publication of the previously agreed "DHS/HACSU Establishing and Reviewing OH&S **DWGs** and the election of Occupational Health and Safety Representatives".
- 41.4.3** HACSU will be notified of vacancies for Health and Safety Representatives in **DWGs** where the majority of **DWG** Employees are eligible to be members of HACSU.
- 41.4.4** Elections for Health and Safety Representatives will be conducted in accordance with the OHS Act and/or regulations.
- 41.4.5** Each elected Health and Safety Representative will be provided with access to facilities such as telephone, fax, office and computer and internet access and reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to regularly inspecting workplaces, consulting with Employees in their **DWG's**, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.
- 41.4.6** Each OH&S representative will be provided with a DHS email address and access to the Employer's email system.
- 41.4.7** The Employer will post and maintain current in each workplace the names and contact, including email, details of elected health and Safety Representatives for identified **DWG's**. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- 41.4.8** To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a register of **DWGs** and their Health and Safety Representatives. The register will be maintained by the Employer's Central OH&S Unit from information provided on a quarterly basis from each region/workplace. A copy of the updated register will be provided periodically (quarterly) in electronic format to HACSU and will as a minimum contain the following information.
 - 41.4.8(a)** A description of each **DWG** within each region and facility,
 - 41.4.8(b)** The name of each elected Health and Safety Representative their workplace contact details and email address.
 - 41.4.8(c)** The date the OH&S representative was elected.
 - 41.4.8(d)** A description of the training the OH&S representative has attended and the date of attendance.
 - 41.4.8(e)** The name and contact details of the nominated Employer representative responsible for each **DWG**.

41.4.8(f) Details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

41.5 OH&S Committees

41.5.1 Following the review of **DWG** Structures, The parties will jointly review implications for existing OH&S Committee arrangements. The following principles should be incorporated into the operational aspects of OH&S Committees:

41.5.1(a) Agendas are set through consultation with elected OH&S representatives.

41.5.1(b) The Employer provides executive support to committees.

41.5.1(c) The chairing of meetings should be rotated between the Employer and representatives on an agreed basis.

41.5.1(d) HACSU workplace representatives have a legitimate interest in OH&S issues and can attend local OH&S committee meetings (by giving notice) from time to time to raise issues and participate.

41.6 OH&S program

41.6.1 The Employer shall institute and maintain procedures for collecting information on the nature of hazards and incidence of injury which includes:

41.6.1(a) an internal system for reporting, recording, and investigating incidents, injuries and illness;

41.6.1(b) the routine analysis of injury/illness/incident data; and

41.6.1(c) routine reports on key OH&S performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, and estimation of indirect costs).

41.6.2 A system of regular workplace inspections and regular hazard audits of work areas and work practices that include reference to relevant legislation, standards and codes of practices shall be instituted at the workplace. These will be carried out with the involvement of the relevant OH&S representative.

41.6.3 Records of workplace inspections shall be maintained by the Employer and made available to the OH&S committee.

41.6.4 A scheduled maintenance program for plant and equipment which includes requirements of relevant OH&S legislation, standards and codes of practice shall be maintained in consultation with the OH&S Committee.

41.6.5 The Employer shall ensure that elected OH&S representatives are provided with adequate paid time and facilities in order to fulfil their functions under the OH&S Act.

41.6.6 The Employer shall take prompt action to deal with any OH&S problems.

41.6.7 Backfill will be provided for Health & Safety Representatives when they are required to be absent from duty to undertake their OHS functions where appropriate.

41.6.8 The Employer commits to supplying waterproof aprons and footwear or waterproof shoe covers to staff who assist clients with showering.

41.7 Occupational rehabilitation

41.7.1 The parties to this Agreement are committed to an early intervention rehabilitation strategy which leads to a safe and timely return to work.

Rehabilitation assistance shall begin as soon as the injury is reported and in accordance with **Schedule E** of this Agreement.

41.7.2 The Employer will identify a limited number of vacant position(s) in specified workplaces by agreement with HACSU on behalf of the Employees to be used for Return to Work purposes by Employees returning from a work related injury. These positions will be exempt from the requirements of **sub-clause 15.7.2** and **sub-clause 15.8.3**. Additionally, these positions are not available for permanent return to work placement.

41.8 Client relocation/placement

41.8.1 The parties agree that Employees need to be provided with appropriate client information to ensure proper care plans are developed and Employees are adequately prepared to receive new clients/residents.

41.8.2 The parties further agree that observance of the Employer's Accommodation Services, Practices instruction Manual (as amended from time to time) establishes the procedures to be observed for both client/resident transfers and entry. These policies are not designed to withhold relevant information from the Employees caring for clients.

41.8.3 The parties will confer over processes such as the Client Movement Transfer Process which will be used to determine resources and the skill mix of Employees prior to the movement of a person with a disability.

41.8.4 The Employer undertakes to remind all divisional management of the requirement to observe the relevant provisions, particularly in relation to emergency placements and respite services.

41.9 Occupational assault

41.9.1 The parties to this Agreement are committed to reducing occupational assault so far as is practicable in the workplace.

41.9.2 In addition to the training provided on occupational assault, the Employer commits to undertaking and resourcing specific project initiatives during the life of this Agreement to identify and pilot innovative solutions to occupational assault within the workplace. Such projects shall be developed in consultation with the HACSU.

41.9.3 The Employer will ensure that workplace and divisional management fully implement the 'Code of Practice for the prevention and management of occupational violence in disability services' into each area of service delivery. The Employer undertakes to jointly monitor implementation progress with HACSU via processes agreed between the parties.

41.9.4 The Employer commits to provide induction training and ongoing training relating to occupational assault and will review existing training arrangements in consultation with HACSU on behalf of Employees. The training program shall be reviewed to determine if it sufficiently covers occupational assault prevention and management and amended if required.

41.10 Employees support & debriefing

41.10.1 The Employer shall continue its commitment to Employees who have experienced a "critical incident" during the course of the work that results in personal distress. The Employer is committed to the facilitation of the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

- 41.10.2** A means to achieve this end is by way of the Department of Human Service's Critical Incident Response Management (**CIRM**) Service as amended from time to time. Any amendments, including any issues within the current processes that the HACSU may wish to be reviewed, shall be subject to consultation with HACSU at the central Health, Safety and Wellbeing Consultative Committee.
- 41.10.3** The Employer will discuss timelines for the delivery of the debriefing service with the referring Employee.
- 41.10.4** Subject to any variations which may arise through the above-mentioned processes, the procedures for response to critical incidents shall be as follows:
- 41.10.4(a)** Demobilisation. This is preferably conducted before the Employee leaves the workplace and at least within two hours of the incident. Its primary objective is not to deal in depth with the incident but to assess and plan for the immediate future needs of the Employee involved;
- 41.10.4(b)** Defusing. Where it is not practicable for defusing to be conducted before the Employee leaves the workplace, it should preferably be undertaken within 12 hours;
- 41.10.4(c)** Debriefing. Subject to the advice of the Clinical Director, who may determine that different timelines are best suited for individual circumstances, debriefing shall be conducted within three days of notification for acute incidents and within seven days of notification for all other incidents.
- 41.10.5** Notwithstanding the above, Employees will be contacted to discuss the timelines to be put in place for the sessions
- 41.10.6** Defusing and Debriefing sessions shall be offered as voluntary sessions and shall be kept separate to any investigation into the incident, that is sessions shall:
- 41.10.6(a)** focus on support of the individuals involved in the incident;
- 41.10.6(b)** be non judgmental;
- 41.10.6(c)** be strictly confidential;
- 41.10.6(d)** not involve investigation and criticism; and
- 41.10.6(e)** not be used for discipline and performance management measures.
- 41.10.7** Employees involved in an investigation or discipline process shall be made aware of the availability of counselling through the Employer's Employee Assistance Program.
- 41.10.8** For defusing/debriefing to be successful the effected Employee should be comfortable with the individual assigned to provide the support. The **CIRM** Service Co-ordinator of the Employer will provide to the referring Employee the names of debriefer's available, and the Employee will have the option to nominate their preference of individual/s assigned to provide the defusing or debriefing.
- 41.10.9** Notwithstanding the provisions of this clause Employees who are involved in a critical incident will be contacted within 24 hours of notification to discuss support service response so as to facilitate debriefing.
- 41.11 OH&S expertise**
- 41.11.1** There will be persons within regions and congregate care facilities who are suitably qualified in relation to occupational health and safety and are able to provide advice to the Employer and carry out action prevention initiatives at the

workplace in relation to the health and safety of the Employees of the Employer.

42. ACCIDENT MAKE UP PAY

42.1 An Employee who is absent as a result of sustaining an injury for which liability to be paid weekly compensation under the *Accident Compensation Act 1985* (Vic) or the *Workers' Compensation Act 1958* (Vic) (or any successors to those Acts) is accepted must be granted leave with pay, less the amount of weekly compensation.

42.2 Leave when payment of salary ceases

42.2.1 Leave with pay under this clause ceases and the Employee must be granted leave without pay, if:

42.2.1(a) the Employee is paid a disability benefit under the *State Superannuation Act 1988* (Vic) or under a similar provision in any other Act which requires the Employer to contribute; or

42.2.1(b) the Employee has been absent from duty for a continuous period of 52 weeks or an aggregate period of 261 working days, unless extended by the Employer.

42.3 No entitlement to recreation leave or sick leave whilst on leave

42.3.1 An Employee granted leave without pay under this clause does not accrue any right, benefit or entitlement under these clauses and must not be granted recreation leave or sick leave for so long as the Employee receives weekly compensation.

42.4 Cessation of entitlements

42.4.1 An Employee whose employment is terminated during leave granted under this clause must be paid in accordance with **sub-clause 42.2** as if leave with pay had continued provided that payment must cease when:

42.4.1(a) the period of leave expires; or

42.4.1(b) the term of employment would have expired if employment had not been terminated; or

42.4.1(c) in the case of an on going Employee, on the day the person ceases to be an on going Employee; whichever first occurs.

42.4.2 An Employee who has been granted leave under this clause must immediately notify the Employer in writing of any claim for civil damages instituted in connection with the injury for which leave has been granted.

42.4.3 If an Employee who has been granted leave under this clause obtains a judgement or a settlement of a claim for civil damages in connection with the injury for which leave has been granted, the on going Employee or fixed term Employee must repay any payments made under this clause to the extent of the amount awarded under the judgement or settlement in the nature of compensation for loss of earnings.

42.5 Payment of commuted shift allowance

42.5.1 Employees eligible for the commuted allowance, while on leave with pay under this clause, shall continue to receive commuted allowance up to a maximum period of 26 weeks or aggregate period of 131 days from the date of injury.

PART 9 – ANCILLARY MATTERS

43. IMPLEMENTATION OF THE AGREEMENT

The implementation of this Agreement shall be monitored via a central agreement implementation committee and at the local level via existing local consultative committees.

Disputed matters will be dealt with under **clause 13**.

SIGNATORIES

SIGNED for and on behalf of the
Health Services Union of Australia
by its authorised officer in the presence of:

Signature

Witness

Name (print)

Name of Witness

Dated:

SIGNED for and on behalf of the
State of Victoria, Department of Human Services
by its authorised officer in the presence of:

Signature

Witness

Name (print)

Name of Witness

Dated:

SCHEDULE A CLASSIFICATION STANDARDS

DIRECT CARE

Disability Development and Support Officer (DDSO)

- Group Standard
- Level 1/1Q
- Level 2/2A
- Level 3/3A
- Level 4
- Level 5
- Level 6
- Level 7
- Level 8
- Level 9

General Nurse (GN)

- Group Standard
- Level GN 1 & 2
- Level GN 3
- Level GN 4

NON DIRECT CARE

Facility Services Officer (FSO)

- Group Standard
- Level 1
- Level 2
- Level 3
- Level 4
- Level 5

Tradesperson Structure (TA)

- Group Standard
- Level 1
- Level 2
- Level 3
- Level 4

Table A DDSO Classification Structure and Indicative Roles

DDSO Level	Accommodation Services	Outreach Services	Intake/Response Case Management	Education, Training and Practice Leadership
Level 1 Untrained	Disability Support Worker Trainee			
Level 1Q Cert IV	Disability Support Worker Entry Level			Day Program Support Worker Entry Level
Level 2 Cert IV	Senior Disability Support Worker	Outreach Worker Trainee Level		Senior Day Program Support Worker
Level 2A Advanced Diploma	Advanced Disability Support Worker	Outreach Worker Entry Level	Intake & Response Worker / Case Manager Entry Level	Psycho- Educational Trainers
Level 3 Cert IV	House Supervisor			Trainer Day Program Manager
Level 3A Advanced Diploma	Deputy Unit Manager House Supervisor (complex)	Independent Outreach Worker	Independent Intake & Response Worker / Case Manager	Day Program Manager Trainer
Level 4 Advanced Diploma	Unit Manager Team Manager(cluster)	Outreach Team Leader / Senior Outreach Worker	Team Leader Senior Case Manager Sole Rural Practitioner	Practice Leader Day Program Coordinator Skills Trainer
Level 5 Advanced Diploma	Program Advisor Night Supervisor Area Manager	Manager	Manager	Senior Practice Leader Specialist Skills Trainer
Level 6 Advanced Diploma	Principle Program Advisor Senior Manager Accommodation Services Senior Manager, Residential Services Night Supervisor 2	Senior Manager	Senior Manager	Principle Practice Leader Regional/Divisional Training Coordinator

Level 7 Advanced Diploma	Senior Manager of Direct Residential, Community or Specialist Services
Level 8 Advanced Diploma	Senior Manager More Complex Residential, Community or Specialist Services
Level 9 Advanced Diploma	Principle Disability Development and Support Advisor

Competency Based Structure

The objective of the classification structure is to provide a competent and trained workforce that delivers appropriate standards of care and support to enhance the lives of people with a disability. It is considered that the required competencies should align with national competency standards for disability support workers and supervisors as outlined in the Community Services Training Package (**CSTP**).

The **Certificate IV in Disability CHC40312** [or equivalent] is the appropriate level of competency for direct support workers working in group homes. The **Advanced Diploma of Disability CHC60112** [or equivalent] is the accepted level of competency for some supervisors and / or higher complex needs positions, management roles and senior workers

New entrants who are unqualified will be required to gain the mandatory Certificate IV in Disability qualification through structured on and off the job learning as part of a traineeship scheme. Trainees will progress to the attainment of Certificate IV in Disability Work under a structured employment based training program, which will be determined and monitored by the Central Training Consultative and Implementation Committee.

Senior management and some supervisory positions and those positions providing specialist direct care services require either:

- (a) The **Advanced Diploma of Disability**;
- (b) The Bachelor of Applied Science (Intellectual Disability);
- (c) Other relevant tertiary qualifications considered to be equivalent; or
- (d) Are registered or eligible to be registered as a Mental Retardation Nurse.

These competencies provide the range of knowledge and skills required to support people with a disability and to enhance their ability to achieve greater levels of independence, self-reliance and community participation. Further, these qualifications are regularly reviewed to ensure the competencies/skill sets they cover respond to changing legislative requirements and service models; support client's choice; inform inclusion and active participation and prepare staff to support clients with complex support needs.

The Disability Development and Support Officer (**DDSO**) classification will be deployed in a range of settings, covering:

- (a) The full range of residential services, including Congregate Care facilities, Group Homes and respite services;
- (b) Therapy programs;

- (c) Outreach services; and
- (d) Client services teams.

The breadth of duties includes:

- (a) Provision of care and support in all aspects of client's lives.
- (b) Development and implementation of plans;
- (c) Teaching independent living skills to clients;
- (d) Client advocacy;
- (e) Liaison with community groups; and
- (f) Provision of therapeutic programs under the direct or (at senior levels) general supervision of professional Employees.

Trainee Program

The trainee program will apply to DDSO1's.

Entry positions at this level will work within established routines, practices and procedures and under routine direction or supervision. Routine supervision means employees receive instruction on job requirements, procedures and methods to be used in new or unusual tasks and situations. Work is subject to progress checking.

Over time, as the Trainee's competencies increase to allow the application of knowledge with depth in some areas and a broad range of skills generally, trainees should eventually gain the ability to undertake an increased range of tasks in a variety of contexts with some complexity in the extent and choice of action required. Relevant to the role trainees will use an increased use of judgement and discretion in achieving work outcomes. The trainee program will be determined through the Central Training Consultative and Implementation Committee (**CTCIC**) and be monitored through individual Employee training plans.

The point of entry for Employees appointed to Level 1 shall be at the point at which they meet the criteria for either year 1 to 5. Where an Employee possesses a **Certificate IV in Disability Work** or equivalent they shall be appointed to no less than 'Qualified year 1'.

The only instance that the trainee entry program will apply beyond a DDSO1 classification is within an Outreach Team at the DDSO2 level. In such instances the trainee program will be time limited during which the employer has made a commitment to fund an employee at the DDSO2 classification to achieve the Advanced Diploma in Disability. Upon completion of the Advanced Diploma in Disability they will progress to DDSO2A classification level.

Translation to higher classification (Re-Classification)

An employee who translates from an existing classification level to a higher level in the structure will translate to the next highest 'salary' point. Provided that where an existing employee is in receipt of a qualification allowance that will not apply after translation due to the qualification being mandatory for the translated classification (i.e. DDSO 2 with Advanced Dip - 6% Qual Allowance translating to DDSO2A) the '*Total Current Salary*' for the purposes of translation shall mean the level/increment salary plus the amount of the qualification allowance.

Example

Current Class/Increment	Current Fortnightly Salary	Current 6% Qual Allowance Fortnight	Total Current Salary	Translation Classification and Increment	Translation Salary
DDSO 2 year 4	\$1929.18	\$109.4	\$2038.58	DDSO 2A Y5	\$2073.46

Interim arrangements for employees who do not possess the mandatory qualification
The mandatory qualification for a DDSO working in Case Management, Intake/Response and Outreach is the Advanced Diploma in Disability.

All substantive DDSO Level 2 and DDSO Level 3's working in Case Management, Intake/Response and Outreach as of 1 December 2012 who do not currently hold the mandatory qualification will be provided the necessary support by the Employer to achieve the Advanced Diploma in Disability. This will include course costs and reasonable study leave.

On attaining the qualification the employee will be confirmed as a DDSO 2A / DDSO 3A and translate to the appropriate classification level and annual increment that is two increments higher than the Employees current rate of pay. (E.g. DDSO2 Year 4 to DDSO 2A Year 5)

Disability Development and Support Officer (DDSO)

Group Standard:

The Disability Development and Support Officer (DDSO) classification provides direct care and support to people living with disabilities to enhance their capacity to achieve their full potential, across their lifecycle and in all domains of life and to enable access to a quality life with dignity, respect and social inclusion in the least restrictive environment.

The support provided, planned and managed by DDSO staff is directed by the people receiving the support, to the extent that they are able, and is consistent with a rights-based approach. This approach is supported by Victoria legislation requiring every client to have a support plan outlining the overall goals of any support provided.

The balance of work and typical duties from DDSO Level 1 to DDSO Level 9 moves through:

- direct support and information provision for people with disabilities, within their home, day placement and community, to enhance participation in a range of life areas (including social, recreational and daily living activities) based on support plan goals and ensuring people can make active choices about their lives
- practice leadership and support planning for individuals and/or families with more complex and demanding circumstances and needs
- management, planning, quality improvement and setting strategic directions for disability services.

Advancement through DDSO levels can occur through independent practice and practice leadership streams or alternatively through management streams (as indicated in Table A).

All qualified DDSO levels require a contemporary understanding of disability and related professional or legal frameworks such as the Charter of Human Rights, the National Disability Standards and knowledge of relevant Occupational Health and Safety

requirements. All DDSO levels require an ability to use or implement relevant departmental systems and processes, relevant to their role.

The DDSO Classification Standards

The DDSO Classification Standards describe the nature of work and level of responsibility undertaken by staff at each DDSO level. The standards enable identification of an appropriate classification for different disability service positions and are used to inform recruitment, deployment and remuneration.

The roles performed by each DDSO level are indicated in six level descriptors presented in the following format.

Level #: DDSO #

ROLE PERFORMED	
Purpose of the role	This section outlines the general contribution made by DDSO staff towards services for people with a disability and the desired outcomes.
Organisational relationship	This section outlines the extent of authority, organisational setting (whether in a team or independent) and a range of potential positions each level may hold.
Level of autonomy and decision making	This section outlines the level of guidance provided for decision making and related level of accountability, judgement and reasoning
Typical duties:	This section has three subsections that indicate the range of tasks DDSO staff may perform. Positions will <u>not</u> necessarily perform all duties indicated.
<ul style="list-style-type: none"> ▪ Client support 	e.g. typical roles staff may play in supporting people with disabilities.
<ul style="list-style-type: none"> ▪ Administration 	e.g. typical roles staff may play in supporting the administration (management and business processes) of the service.
<ul style="list-style-type: none"> ▪ Collaboration 	e.g. typical ways of working and key relationships.
REQUIREMENTS	
Skills and knowledge	This section outlines the knowledge, skill and experience required.
Qualifications and training	This section outlines minimum qualification and training requirements.

Distinctions within levels

Category:	1 2 3	DDSO Levels 1, 2 and 3 have distinctions within the level as indicated through standalone grades at DDSO1Q, DDSO2A and DDSO3A. The descriptors provided within the level 1, 2 or 3 boxes also apply to 1Q, 2A or 3A classifications respectively.
	1Q 2A 3A	The descriptors provided in the level 1Q, 2A or 3A boxes do not apply to levels 1, 2 and 3.

Level 1: DDSO 1 and DDSO 1Q

ROLE PERFORMED	
Purpose of the role	<p>Directly provide support for people with disabilities, across their lifecycle and in all domains of life to enable access to a quality life with dignity, respect and social inclusion in the least restrictive environment.</p> <p>DDSO's at this level work in group homes, respite or residential facility, providing a range of support to residents that may include: personal care, health, exercise and diet, daily household activities and community experiences.</p>
Organisational relationship	<p><i>1</i> Work as part of a direct support team under day to day supervision.</p> <p>If working individually without direct supervision for a period of time will act under general instruction and in line with protocols and policies, including administering medication.</p> <p><i>1Q</i> Provide support for unqualified personnel when the senior worker is not on shift.</p> <p><i>1Q</i></p>
Level of autonomy and decision making	<p><i>1</i> Make routine decisions within the scope of established policies and practice standards, subject to review by a supervisor or senior staff member.</p> <p>Use judgement to identify risks to clients, colleagues, community and self and advise more senior colleagues of those risks in line with agreed policies.</p> <p>Identify learning and career development opportunities with supervisor.</p> <p>Under the direction of a more senior officer in a supervisory position or other professional Employees, positions at this level provide a range of support to clients according to established procedures, specific guidelines and standard instructions.</p> <p>Under supervision provide an agreed level of care and activities to enhance client's quality of life and following established protocols, processes and procedures.</p> <p>General direction or supervision means Employees receive general instruction covering the broader aspects of the work.</p> <p><i>1Q</i> Uses judgement and knowledge of client and service routines to identify risks to clients, colleagues, community and self, and take action in line with agreed policies and procedures to minimise risks that might compromise health, safety and wellbeing.</p> <p>Undertakes planning with the client and / or others and works towards establishing links with community resources, facilitating inclusion of clients into the community and advocating on behalf of clients for increased access to and inclusion in community and recreational services.</p>

Level 1: DDSO 1 and DDSO 1Q

Typical duties:

- | | | | |
|-----------------------|----|--|---|
| Client support | 1 | Directly support client wellbeing, including support with daily household activities, preparation and assistance with meals, personal care, and social, recreational and community experiences that enhance quality of life, based on support plan goals.

Understand client need, preferences and interests (including through client-directions and client records)

Implement a range of client support plans as required, that relate to aspects of clients lives and may include: diet, behavioural needs, community access, self-advocacy.

Under the general direction of senior Employees implement a range of client support plans. | |
| | 1Q | Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.

Provide feedback on clients based on observation of behaviour.

Record client data and report observations based on knowledge of disability.

In line with department policies and guidelines develop planned activities.

Develop support plans, with oversight from senior staff, using knowledge of client need, preferences and interests (including through client-directions and client records).

Implement a range of client support plans.

Have input into the monitoring and review of those plans.

Work towards establishing links with community resources, facilitating inclusion of clients into the community.

Advocate on behalf of clients for increase access to, and inclusion in, community and recreational services, within area of responsibility | |
| | 1 | Administration | Provide information and report through standard methods, including recording charts and complete routine tasks using information technology. |
| | | 1Q | Contribute to the day-to-day running of the group home and help maintain service accounts (e.g. household accounts).

Contribute to developing programs for clients and to longer term house development, and contribute to the development of clients' support plans in consultation with more senior staff.

Generate monthly Keyworker reports |
| | 1 | Collaboration | Respond to clients and their families, and other people in the lives of clients. |

Level 1: DDSO 1 and DDSO 1Q

		<p>Provide information to colleagues on routine matters relating to client needs and general house matters</p> <p>1Q Share observations relating to work process improvements with supervisor or more senior staff.</p> <p>Liaise with family members, medical services, departmental services and other external community services to help meet client needs.</p> <p>Utilise well developed communication skills to identify client needs, liaise with other service providers, stakeholders and significant others.</p>
REQUIREMENTS		
Skills and knowledge	<p>1</p> <p>1Q</p>	<p>Works within established protocols and procedures.</p> <p>Ability to apply contemporary approaches to supporting people with a disability consistent with the overall service program.</p> <p>Utilise departmental systems including IT.</p> <p>Knowledge of, and ability to apply or implement contemporary approaches to supporting people with a disability, including: departmental systems such as Information Technology processes that relate to client support and risk management.</p> <p>Participate in support planning and other support strategies, including working to establish links with community resources and promoting, facilitating or advocating increased access to inclusion in community.</p>
Qualifications and training	<p>1</p> <p>1Q</p>	<p>Level 2 First Aid Certificate</p> <p>All new starters are required to complete a mandatory induction program prior to commencement of duties.</p> <p>Unqualified staff will be enabled access to on the job learning as a part of the traineeship scheme.</p> <p>Automatic progression from level 1 to 1Q will occur on the attainment of Certificate IV in Disability Work.</p> <p>Entry Level 1Q requires a Certificate IV in Disability Work or the Advanced Certificate in Residential and Community Services or equivalent.</p> <p>Mandatory qualification requirement for the qualified entry level is a Certificate IV in Disability Work or the Advanced Certificate in Residential and Community Services or its equivalent.</p> <p>The competencies of the qualified worker level are defined by demonstrating a knowledge of developmental programming, skills assessment and training, including the ability to develop a range of care plans and assist others of a lesser classification in implementing those plans and other developmental programs, and reviewing programs and strategies.</p>

Level 2: DDSO 2 and DDSO 2A

Level 2: DDSO 2 and DDSO 2A

ROLE PERFORMED					
Purpose of the role	<p>Provide support and information for people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.</p> <p>DDSO's at this level work in group homes, respite, residential facilities, the community providing outreach services and in service support roles including intake/response and case management.</p>				
Organisational relationships	<table border="1"> <tr> <td style="width: 50px; text-align: center;">2</td> <td> <p>Work, with access to supervision, in a range of organisational relationships:</p> <ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a residential service providing practice support and supervision to other team members ▪ as an Outreach worker providing support to people in community settings and undergoing trainee program. ▪ Senior day program support worker </td> </tr> <tr> <td style="text-align: center;">2A</td> <td> <ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a service with more complex support requirements, ▪ as a senior member of a direct support team in a service with at least one client on a Supervised Treatment Order [STO]. ▪ as a senior member of a direct support team in a Crisis Accommodation Service [howsoever described] ▪ entry level independently providing support to people in community settings. – ▪ entry level in a team providing intake and response assessment and advice. ▪ entry level in a team providing case management and planning. ▪ entry level in a team providing outreach services. ▪ entry level in a forensic service as a Psychological and Educational Trainer. </td> </tr> </table>	2	<p>Work, with access to supervision, in a range of organisational relationships:</p> <ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a residential service providing practice support and supervision to other team members ▪ as an Outreach worker providing support to people in community settings and undergoing trainee program. ▪ Senior day program support worker 	2A	<ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a service with more complex support requirements, ▪ as a senior member of a direct support team in a service with at least one client on a Supervised Treatment Order [STO]. ▪ as a senior member of a direct support team in a Crisis Accommodation Service [howsoever described] ▪ entry level independently providing support to people in community settings. – ▪ entry level in a team providing intake and response assessment and advice. ▪ entry level in a team providing case management and planning. ▪ entry level in a team providing outreach services. ▪ entry level in a forensic service as a Psychological and Educational Trainer.
2	<p>Work, with access to supervision, in a range of organisational relationships:</p> <ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a residential service providing practice support and supervision to other team members ▪ as an Outreach worker providing support to people in community settings and undergoing trainee program. ▪ Senior day program support worker 				
2A	<ul style="list-style-type: none"> ▪ as a senior member of a direct support team in a service with more complex support requirements, ▪ as a senior member of a direct support team in a service with at least one client on a Supervised Treatment Order [STO]. ▪ as a senior member of a direct support team in a Crisis Accommodation Service [howsoever described] ▪ entry level independently providing support to people in community settings. – ▪ entry level in a team providing intake and response assessment and advice. ▪ entry level in a team providing case management and planning. ▪ entry level in a team providing outreach services. ▪ entry level in a forensic service as a Psychological and Educational Trainer. 				
Level of autonomy and decision making	<table border="1"> <tr> <td style="width: 50px; text-align: center;">2</td> <td> <p>Discretion in decisions under general guidance from a supervisor and within specified policies and standards. Professionally accountable for these decisions.</p> <p>Interpret established protocols and procedures to inform decision-making.</p> <p>Use judgement to identify risks to clients, colleagues, community and self and intervene to minimise risks that might compromise health, safety and wellbeing.</p> <p>Within established procedures and guidelines and under general direction from a more senior or other professional Employees, positions are regularly required to undertake the more complex direct-care functions or contribute to the design and independent implementation of a range of plans where appropriate.</p> </td> </tr> <tr> <td style="text-align: center;">2A</td> <td> <p>Professionally accountable for decisions made within area of</p> </td> </tr> </table>	2	<p>Discretion in decisions under general guidance from a supervisor and within specified policies and standards. Professionally accountable for these decisions.</p> <p>Interpret established protocols and procedures to inform decision-making.</p> <p>Use judgement to identify risks to clients, colleagues, community and self and intervene to minimise risks that might compromise health, safety and wellbeing.</p> <p>Within established procedures and guidelines and under general direction from a more senior or other professional Employees, positions are regularly required to undertake the more complex direct-care functions or contribute to the design and independent implementation of a range of plans where appropriate.</p>	2A	<p>Professionally accountable for decisions made within area of</p>
2	<p>Discretion in decisions under general guidance from a supervisor and within specified policies and standards. Professionally accountable for these decisions.</p> <p>Interpret established protocols and procedures to inform decision-making.</p> <p>Use judgement to identify risks to clients, colleagues, community and self and intervene to minimise risks that might compromise health, safety and wellbeing.</p> <p>Within established procedures and guidelines and under general direction from a more senior or other professional Employees, positions are regularly required to undertake the more complex direct-care functions or contribute to the design and independent implementation of a range of plans where appropriate.</p>				
2A	<p>Professionally accountable for decisions made within area of</p>				

Level 2: DDSO 2 and DDSO 2A

		responsibility, with management support. Responsible with access to supervision for the development and implementation of a range of plans that contribute to the well-being of people with a disability and community safety.
Typical duties:		
▪ Client support	2	Directly support people with disabilities, within their home and community, to participate in a range of life areas (including social, recreational and daily living activities) based on the goals of individual support plans. Advocate for people with a disability to improve client outcomes Record client data, report observations and ensure client records are up to date. Contribute to the development and maintenance of support plans. Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.
	2A	Conduct interviews with people living with a disability, and their family, to ascertain client goals and use this alongside an analysis of individual history and circumstances to identify appropriate support and activity, (under professional supervision). Develop and maintain client support plans (including health specific or positive behaviour plans for people with complex needs). Provide information, advice and referral, where required, to crisis intervention services for people with a disability, their families, carers and/or service providers. Manage a caseload that comprises people with a disability, their families and carers who present with a variety of known and predictable needs, (under professional supervision) Develop, implement, monitor and review client support plans (under professional supervision)
▪ Administration	2	Prepare reports within area of responsibility. Accurately complete case notes. Provide information for service administration and reports and ensure records (such as accounts) are accurate and up to date. Contribute to staff team planning, service functioning and planning, work process improvements, day to day administration.
	2A	Prepare reports within area of responsibility. Prepare proposals for specific funding for clients.
▪ Collaboration	2	Convey information, to clients and their families, and other people in the

Level 2: DDSO 2 and DDSO 2A

		<p>lives of clients.</p> <p>Use judgement to identify areas of improvement regarding client need and house matters.</p> <p>Develop options for improving work processes and raise with supervisor.</p> <p>Coordinate and negotiate with family members, health services, activity providers, and other community services to help meet daily client needs and/or to plan support for future client requirements.</p>
	2A	<p>Model best practice and support colleagues and, where applicable, community based direct support staff to understand policies and practice standards in managing complex clients.</p> <p>Use initiative to identify areas of service improvement relating to client need, relevant to the role.</p> <p>Liaise with a range of external agencies including: police, court and justice system</p>

REQUIREMENTS

Skills and knowledge	2	<p>Competencies in areas of complex behaviour management or high/complex medical needs. Areas of specialisation may include mental health (dual disability), aged care and youth/adolescent issues and behaviour intervention.</p> <p>Knowledge and competencies commensurate with at least two years work experience in disability support or a related field, including:</p> <ul style="list-style-type: none"> ▪ a contemporary understanding of disability and an ability to apply theoretical knowledge and experience to support people with disabilities
	2A	<ul style="list-style-type: none"> ▪ knowledge of complex conditions that impact on disability and the ability to remain up to date with related developments. <p>Positions require higher level competencies in areas of complex behaviour management or high/complex medical needs. Areas of specialisation may include mental health (dual disability), aged care and youth/ adolescent issues and behaviour intervention</p>
Qualifications and training	2	<p>Level 2 First Aid Certificate</p> <p>Certificate IV in Disability Work or equivalent.</p> <p>Entry level for Outreach workers are undertaking the Advanced Diploma of Disability Work.</p>
	2A	<p>Advanced Diploma of Disability Work, or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse</p>

Level 3: DDSO 3 and DDSO 3A

ROLE PERFORMED

Level 3: DDSO 3 and DDSO 3A

<p>Purpose of the role</p>	<p>Independently deliver or supervise services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.</p>	
<p>Organisational relationships</p>	<p>3</p>	<p>Work independently or as a team supervisor, with access to supervision, in a range of organisational relationships:</p> <ul style="list-style-type: none"> ▪ supervisor of a direct support team in a residential service
	<p>3A</p>	<ul style="list-style-type: none"> ▪ supervisor of a direct support team in a service with complex support requirements ▪ supervisor of a direct support team in a service with at least one client on an STO ▪ deputy manager of a unit in a residential facility ▪ independent employee providing intake and response assessment and advice ▪ independent case manager in a multi-disciplinary community setting ▪ independent direct-support provider for people in community settings ▪ independent Outreach worker ▪ an independent Psychological and Educational Trainer in a forensic service. ▪ manager of a day program ▪ trainer
<p>Level of autonomy and decision making</p>	<p>3</p>	<p>Determine matters on a day to day basis, handling commonly occurring situations or cases within an area of practice, and reporting regularly to a manager who has overall accountability for the area or program.</p> <p>Professionally accountable for autonomous decisions that impact on clients and staff, made within bounds of department policy and with management support.</p> <p>Manage time and other resources productively with a view to ensuring optimum results for clients and the department.</p> <p>Use judgment to identify and pro-actively minimise risks to the health, safety and wellbeing of clients, self, staff and the wider community within area of responsibility and agreed procedures.</p> <p>Identify learning opportunities and career development opportunities.</p> <p>Define and maintain professional boundaries.</p>
	<p>3A</p>	<p>Professionally accountable for decisions made within area of responsibility, with management support.</p> <p>Responsible with a high degree of independence for the development and implementation of a range of plans that contribute to the wellbeing of people with a disability and community safety, within area of responsibility and managerial oversight.</p>

Level 3: DDSO 3 and DDSO 3A

Typical duties:

▪ **Client support**

3 Lead and plan support for people with disabilities, within their home and community, to participate in a range of life areas based on the goals of individual support plans. This includes developing support plans and delegating support tasks.

Advocate within the broader community on behalf of clients and their families, to support inclusion, participation and respect for rights.

Ensure accurate departmental client records, consistent with organisational standards, based on observation of behaviour and assessment of other evidence.

Directly support people with disabilities, within their home and community, to participate in a range of life areas (including social, recreational and daily living activities) based on the goals of individual support plans when rostered to do so.

Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.

3A Conduct interviews with people living with disability, and their family, to ascertain client goals and use this alongside an analysis of individual history and circumstances to contribute to strategic planning for support and service delivery.

Assess and support clients in complex situations and / or complex needs.

Provide information, advice and referral to crisis intervention services for people with a disability, their families, carers and /or service providers, where required

Manage a caseload comprising people with a disability and their families or carers who present with a variety of complex and changing and / or unpredictable needs.

Develop, implement, monitor and review client support plans.

▪ **Administration**

3 Prepare detailed reports and notation within area of expertise or responsibility.

Implement and maintain systems within area of responsibility to assist planning, operational, budgetary, resource management, risk management and quality assurance functions.

Manage a small staff team and related service including:

- contribute to roster development, staff replacement and leave planning
- participate in interview process of staff recruitment
- allocate work across a team
- plan for staff capability including: staff induction; identify role expectations and performance requirements to staff; inform staff on policies and standards within area of responsibility
- review staff decisions and performance

Level 3: DDSO 3 and DDSO 3A

<p>▪ Collaboration</p>		<ul style="list-style-type: none"> ▪ ensure service records and accounts are accurate, regularly updated and comply with organisational standards ▪ prepare proposals for specific funding or services for clients. ▪ implement quality improvements and process changes ▪ budgetary oversight.
	3A	<p>Provide data within area of responsibility for department use.</p> <p>Provide advice to management relating to specific area of responsibility including advocating for resources.</p> <p>Attend meetings, including those in public settings, on behalf of the department and share outcomes of meetings with relevant staff.</p>
	3	<p>Convey information, to clients and their families, and other people in the lives of clients.</p> <p>Identify areas of service improvement relating to client need, house or program matters and convey to manager.</p> <p>Work to develop and maintain team moral and effectiveness.</p> <p>Provide day to day mentoring and share practice knowledge.</p> <p>Participate in internal or community information sessions or consultative processes that relate to client and service issues.</p> <p>Participate in negotiations with family members, medical services, activity services and other community services to help meet daily client needs and/or to plan support for future client requirements</p>
	3A	<p>Liaise with agencies such as Courts, Police and Mental Health Services.</p> <p>Communicate effectively with a range of external agencies and service providers on matters requiring a detailed understanding of disability policy objectives.</p>
<p>REQUIREMENTS</p>		
<p>Skills and knowledge</p>	3	<p>Recognised experience and knowledge in the field of disability and ability to apply policies and processes to meet challenges of known or evolving disability support situations. This includes:</p> <ul style="list-style-type: none"> ▪ specialised and contemporary understanding of disability and an ability to apply this theoretical knowledge to client support ▪ knowledge of and skill with coaching, supervision and planning practices
	3A	<ul style="list-style-type: none"> ▪ knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments.
<p>Qualifications and training</p>	3	<p>Level 2 First Aid Certificate.</p> <p>Certificate IV Disability studies or equivalent.</p>
	3A	<p>Advanced Diploma of Disability Work, or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered as a Mental</p>

Level 3: DDSO 3 and DDSO 3A

Retardation Nurse.

Level 4: DDSO 4

ROLE PERFORMED

Purpose of the role

Specialised practice leadership and / or management of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.

Organisational relationships

Work independently or as a team leader, with remote access to supervision, in a range of roles:

- supervisor of a direct support team in a Crisis Accommodation Unit (howsoever described)
- senior worker in Outreach or case management
- manager of a number of service units within a congregate care facility or group homes in a specified geographic area
- team leader of a team of outreach workers
- team leader of a team of case managers
- team leader of a team of intake and response workers
- practice leader providing specialist services and advice in a specific disability area, that may include, accommodation and support, behaviour support, outreach, case management, or as a sole rural practitioner.

Sole rural practitioner
coordinator of day program
skills trainer

Level of autonomy and decision making

Make decisions within the scope of established policies and practice standards and area of responsibility.

Professionally accountable for direct-support services and related decisions within area of responsibility, with support from senior management.

Identify required interventions to ensure service quality is maintained and enhanced.

Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area.

Supervise/Oversee support staff and colleagues to identify risks to clients, staff and community health, safety and wellbeing, including illegal action, and apply established risk minimisation strategies.

Identify learning opportunities and career development opportunities.

Define and maintain professional boundaries

Level 4: DDSO 4

Typical duties:

▪ **Client support**

Provide practice leadership, offering specialist services and advice in relation to clients, working closely with other service providers or as a sole operator at a state-wide or broader divisional level.

Advocate within the broader community, on behalf of clients and their families, to support inclusion, participation, respect for rights and a commitment to effective service delivery.

Work with complex clients to provide access to resources intended to ensure an agreed level of care and quality of life.

Undertake research (e.g. interviews) and analysis, and develop appropriate action plans, in cases where client or family circumstances are complex or unpredictable and/or where the Police or Mental Health Services are involved.

▪ **Administration**

Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use.

Contribute to departmental records on people with disabilities at a programmatic or systems level and assist staff with more complex departmental reporting issues.

Participate in the development and implementation of systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions, within area of responsibility.

Participate in staff planning and service functioning across multiple sites, including:

- roster development, staff replacement, staff recruitment, leave planning and work allocation processes
- plan for staff capability: set performance expectations; educate staff on policies and standards; work with staff to develop career opportunities and access to training and skill enhancement
- review staff decisions and performance
- monitor legislative and systems compliance across a range of department processes
- manage Return to Work processes and related internal risk management
- monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness, with support from senior management.
- Exercises financial accountability relevant to the role

Interpret client data (including whole system analysis) to identify appropriate actions to meet client interests at a whole service or group level.

Participate in strategic planning for specific services.

Inform policy development and related decision-making processes to enable innovation.

Level 4: DDSO 4

<p>▪ Collaboration</p>	<p>Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.</p> <p>Convey information including department strategy, to clients and their families, and other people in the lives of clients.</p> <p>Develops relationships within the broader community to help ensure the best possible outcomes for people living with disabilities.</p> <p>Participate in developing and maintaining collaboration including offering and receiving feedback and providing peer review.</p> <p>Share new strategies with colleagues and provide leadership to staff.</p> <p>Lead internal or community information sessions or consultative processes.</p> <p>Lead complex negotiations with family members, medical services, activity services, Police, Mental Health Services and other community services to support planning for future client requirements and to negate risk.</p> <p>Communicate effectively with community agencies, health care practitioners, government departments and advocacy groups on matters requiring a detailed understanding of disability policy objectives.</p>
<p>REQUIREMENTS</p>	
<p>Skills and knowledge</p>	<p>Expertise and knowledge in the direct delivery of services to people living with disabilities and related standards across a service or practice area. This includes:</p> <ul style="list-style-type: none"> ▪ specialised and contemporary understanding of disability including evidence based practice principles and an ability to apply this theoretical knowledge to client support ▪ knowledge of and skill with coaching, supervision and planning practices. ▪ knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments ▪ capacity to explore research and trends in health conditions and broader social circumstances to support greater levels of well-being for client groups.
<p>Qualifications and training</p>	<p>Advanced Diploma of Disability Work, or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse</p>

Level 5: DDSO 5

<p>ROLE PERFORMED</p>	
<p>Purpose of the role</p>	<p>Management and leadership of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.</p>

Level 5: DDSO 5

<p>Organisational relationships</p>	<p>Work independently or as a manager, with remote access to supervision, in a range of organisational relationships:</p> <ul style="list-style-type: none"> ▪ area manager of multiple front-line supervisors in group homes, or residential service units, over an identified service area. ▪ senior practice leader in a complex disability area, providing specialist services and advice that may include accommodation and support, behaviour support, outreach, case management. ▪ manager outreach services / community teams ▪ night supervisor residential facility
<p>Level of autonomy and decision making</p>	<p>Make strategic decisions across a large client group within the scope of established policies and practice standards and within area of responsibility.</p> <p>Professionally accountable for service delivery and related decisions within comprehensive area of responsibility, with support from senior management.</p> <p>Identify required interventions to ensure service quality is maintained and enhanced.</p> <p>Significant problem-solving activity and innovation requiring in depth understanding of service and department policy.</p> <p>Lead and mentor decision making by staff who are managing teams supporting people with disabilities, within specified policies and practice standards.</p> <p>Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area.</p> <p>Responsible for risk management across multiple teams. Oversee and support staff and colleagues to identify risks to client, staff and community health, safety and wellbeing, including illegal action, and intervene to minimise risks.</p> <p>Identify learning opportunities and career development opportunities.</p> <p>Contribute to setting professional boundaries.</p>
<p>Typical duties:</p>	
<ul style="list-style-type: none"> ▪ Client support 	<p>Lead service development to enhance opportunities for people with disabilities to achieve their full potential, working actively with community groups or other interest groups</p> <p>Lead advocacy within the broader community on behalf of clients and their families to support inclusion and participation and a commitment to effective service delivery</p> <p>Work with staff to develop outcomes for people with disabilities. Including research within the sphere of responsibility.</p> <p>Support staff teams working with clients with demanding risk management</p>

Level 5: DDSO 5

	<p>requirements to anticipate risks and support clients to act lawfully in their interaction with community members to reduce the risk of potential incidents.</p> <p>Explore information relating to health conditions to support greater levels of well-being for people with disabilities and endeavour to ensure appropriate resources and personnel are engaged for these purposes.</p> <p>Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use, including Ministerial or media use.</p> <p>Contribute to departmental records on people with disabilities at a programmatic or systems level and assist staff with more complex departmental reporting issues.</p> <p>Develop and implement systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions, within area of responsibility</p> <p>Lead staff planning and functioning across multiple sites, within area of responsibility such as:</p> <ul style="list-style-type: none">▪ roster development, staff replacement, staff recruitment, leave planning and work allocation processes▪ plan for staff capability: set performance expectations; educate staff on policies and standards; work with staff to develop career opportunities and access to training and skill enhancement▪ review staff decisions and performance▪ monitor legislative and systems compliance across a range of department processes▪ manage Return to Work processes and related internal risk management▪ monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness▪ budget management. <p>Analyse service data, client research, and policy to identify initiatives to enhance service delivery and to contribute to strategic planning and system improvement.</p> <p>Lead planning for specific services and contribute to whole service evaluation, planning and budget management as part of a broader management team.</p> <p>Inform policy development and related decision-making processes to enable innovation.</p> <p>Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.</p>
<p>▪ Administration</p>	<p>Convey information including department strategy, to clients and their families, and other people in the lives of clients.</p> <p>Build positive relationships within the broader community to help ensure</p>

Level 5: DDSO 5

the best possible outcomes for people living with disabilities.

Identify areas of improvement, and, lead and implement change in staff practice

Share new strategies with colleagues and provide leadership to Employees.

Lead internal or community information and consultation sessions.

Conduct consultative processes with stream management and staff.

Lead complex negotiations with family members, medical services, activity services, Police, Mental Health Services and other community services to support planning for future client requirements at a systemic level and to negate risk, within area of responsibility.

Work actively with networks internal and external to the department ensuring effective links with other departments, service providers, community groups and funded agencies and that the department is represented professionally and fairly.

REQUIREMENTS

Skills and knowledge

Authoritative expertise and knowledge in the direct delivery of services to people living with disabilities and related standards across a service or practice area. This includes:

- specialised and contemporary understanding of disability including evidence based practice principles and an ability to apply this theoretical knowledge to client support
- knowledge of and skill with coaching, supervision and planning practices
- knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments including research and trends
- capacity to explore research and trends in health conditions and broader social circumstances to support greater levels of well-being for client groups.

Qualifications and training

Advanced Diploma of Disability Work, or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Level 6: DDSO 6

ROLE PERFORMED

Purpose of the role

Strategic management and leadership of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.

Level 6: DDSO 6

Organisational relationships	Work as a senior manager or senior practice leader under executive management direction.
Level of autonomy and decision making	<p>Make strategic decisions bound by broad practice and policies</p> <p>Professionally accountable for committing a service to a particular course of action or policy, within area of practice and within the constraints of the executive management.</p> <p>Responsible for leading investigations of major service issues and developing strategies and systemic improvements to advance the overall outcomes for people with disabilities. This involves creative problem solving and innovation.</p> <p>Lead and mentor decision making by senior staff who manage teams.</p> <p>Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area.</p> <p>Identify potential risks, identify risk management processes and make decisions on appropriate responses including change strategies.</p> <p>Identify learning opportunities and career development opportunities.</p> <p>Model and maintain professional boundaries.</p>
Typical duties:	
▪ Client support	<p>Leadership in innovative or specialist service delivery, and related advocacy on behalf of people living with disabilities in the broader community, to support inclusion and participation and a commitment to effective service delivery.</p> <p>Work with staff to continuously improve outcomes for people with disabilities, including ensuring rigorous and focused research within sphere of responsibility.</p> <p>Support teams working with clients with demanding risk complexity, to anticipate risks, assist clients to act lawfully in their interaction with community members and avert incidents.</p> <p>Provide a key contact for specialist areas of practice.</p>
▪ Administration	<p>Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use, including Ministerial or media use.</p> <p>Develop and implement systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions.</p> <p>Coach and lead a senior staff team, including:</p> <ul style="list-style-type: none">▪ support roster development, staff replacement, staff recruitment, leave planning and work allocation processes▪ implement a clear framework for staff performance planning and assessment▪ support the development of planning for staff capability across multiple sites▪ monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness

Level 6: DDSO 6

<p>▪ Collaboration</p>	<ul style="list-style-type: none">▪ lead implementation of departmental policies on risk management. <p>Analyse service data, client research, and policy to identify initiatives to enhance service delivery and to contribute to strategic planning and system improvement. This includes using data to present cases for practice improvement to drive organisational change.</p> <p>Lead strategic planning for specific services and contribute to whole service evaluation, planning and budget management as part of a broader management team.</p> <p>Inform policy development and related decision-making processes to enable innovation.</p> <p>Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.</p> <p>Convey information including department strategy, to clients and their families, and other people in the lives of clients.</p> <p>Build relationships within the broader community to help ensure the best possible outcomes for people living with disabilities.</p> <p>Creatively develop and maintain team morale and effective collaboration including offering and receiving feedback and providing peer review.</p> <p>Share new strategies with colleagues and provide leadership to colleagues and Employees.</p> <p>Deliver consultation and participative feedback with staff across the service.</p> <p>Lead communication with significant stakeholders.</p> <p>Manage projects which require sophisticated stakeholder management.</p> <p>Work actively with networks internal and external to the department ensuring effective links with other departments, service providers, community groups and funded agencies.</p>
REQUIREMENTS	
Skills and knowledge	Comprehensive knowledge of the disability support profession, disability service strategies and related policy development.
Qualifications and training	Advanced Diploma of Disability Work, or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Disability Development and Support Officer, Level 7 (DDSO 7)

Senior Manager Complex Residential Services (former **MRN 6**)

2.8.1 Definition

Positions are senior Managers who have a thorough knowledge of the service and have considerable management experience.

2.8.2 Features

At this level, positions may have to resolve issues which are unique and guidelines may be inadequate or not developed and policies ill-defined.

Positions are bound by departmental policies and practices and are subject to executive management direction only. Within areas of practice as outlined below, positions will be able to commit the facility or service to a particular course of action within the constraints of the executive management model. Positions at this level therefore are expected to lead the investigation of major issues in the direct-care and develop strategies to overcome problems affecting the delivery of services.

Work at this level is distinguished from that of level 6 by the size of the service managed.

2.8.3 Typical duties

- Develop and implement policies, standards and objectives for the provision of direct care services to ensure the effective utilisation of resources to enhance the lives of clients;
- Monitor the standards of practice, program effectiveness and efficiency, and report as required to the senior management to ensure services are in accordance with the provisions of relevant Acts, departmental standards and support departmental outcomes;
- Lead the direct care service to ensure the quality of services is maximised and support collaborative working arrangements across the Organisation;
- Participate in planning and implementing major service change;
- In the context of developing new services, liaise with divisions and stakeholders as required;
- Ensure that Employees are supported to access developmental training opportunities;
- Build relationships with key stakeholder's including associated organisations, community agencies, and client families to enable effective responses and consultation regarding the services provided to residents;
- Undertake a range of management functions in relation to the administration of the service, including the monitoring of budgets, preparation of reports and maintenance of client records and oversee internal Employee deployment.

2.9 Disability Development and Support Officer, Level 8 (DDSO 8)

(former **MRN 7**)

2.9.1 Definition

Positions will usually be in charge of large congregate care facilities or Services.

2.9.2 Typical duties

- Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of direct-care service delivery and for the provision of high-level advice to other member's of the executive;
- Be responsible for the development and preparation of policy and guidelines pertaining to all aspects of direct-care service delivery and for the provision of high-level advice to other members of the executive;
- Represent the total direct care function on the executive and negotiate at senior levels for the adequate resourcing of the direct-care functions and associated activities;
- Ensure the direct-care services are of the highest possible quality and in line with Departmental policies across the service through establishing effective reporting relationships between unit, program and community-based Managers;
- Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes;
- Provide professional leadership to all direct-care Employees in the service, and encourage Employee development and retention;
- Establish and review practice standards and establish guidelines for the provision of direct care services.

2.10 Disability Development and Support Officer, Level 9 (DDSO 9)

(former **MRN 8**)

2.10.1 Definition

The position is accountable for the planning and development of the profession of direct care for people with an intellectual disability. The position advises the executive and generates policies that impact on direct care services provided in the field.

2.10.2 Typical duties

- Undertake workforce planning and evaluation of education and training requirements to ensure that departmental policy objectives can be met;
- On a Statewide basis, set and evaluate direct care standards within the department, and negotiate with Managers of direct care services to ensure that these standards are implemented throughout community settings;
- Provide a focus for policy development and analysis, service planning and program development in relation to direct care service in Victoria.

2.11 AFTER HOURS COORDINATION/NIGHT SUPERVISION FUNCTION

2.11.1 CONGREGATE CARE FACILITIES

2.11.1.1 Typical duties

- Take responsibility for all clients and Employees in the event of any emergency and instigate remedial action, including the implementation of emergency procedures within established protocols, arranging additional support requirements and notification to senior management.

- Provide night Employees with direction, advice and guidance as required on various issues which may arise during a shift, including client illness or injury, managing challenging behaviour.
- Attend units and provide assistance if required in dealing with issues as they arise, including client illness or injury, managing challenging behaviour.
- Ensure that the environment is safe and secure, including check of security of windows and doors, safe storage of chemicals and check fire safety equipment is functioning and appropriately accessible.
- Ensure that no unauthorised persons are on the grounds.
- Provide a central point of contact, advice and counselling where appropriate for member's of the public or other's who may contact the facility during out of business hours, including Police, hospitals, Fire Brigade, external contractors and family members.
- Night Supervisor's have responsibility for the single facility in which they work.

2.11.1.2 Position Classifications

The classification levels of positions engaged in the provision of after hours coordination includes positions at level 5, Level 4 and Level 3 (**DDSO 5, DDSO 4, DDSO 3A and DDSO 3**). The classification levels of after hours co-ordination teams or individual night supervisor positions will depend on the size of the facility in terms of client and Employee number's and be commensurate with the degree of autonomy and responsibility required of the position.

2.11.2 NON-RESIDENTIAL SERVICES

2.11.2.1 Definition

Positions work as part of a multi-disciplinary team, which may also comprise a range of professionals including Social Workers, Psychologists and Therapists.

2.11.2.2 Typical duties

- Participate in determining client eligibility to receive support services.
- Assess client needs in collaboration with the client, their family, guardian or carer.
- Develop a General Service Plan and other case plans to enable client access to appropriate and cost effective services.
- Provide behaviour intervention programs and strategies for clients who manifest challenging behaviour.
- Evaluate and review behaviour intervention and skill development programs.

2.11.2.3 Classifications

The classification levels of positions engaged in the provision of non-residential services includes positions at Level 4, Level 3, Level 2 and Level 1 (**DDSO 4, DDSO 3A, DDSO 3, DDSO 2A, DDSO 2, DDSO 1Q and DDSO 1**). The classification of positions will depend on the qualifications, duties and

responsibilities, the size of the team and the relevant experience of the occupant.

At the completion of the current review of case management services, the competencies and classification matrix will be amended, if required, to reflect any changes to the classification structure as determined by the Central Training Consultative Committee (**CTCIC**).

3. FACILITY SERVICES OFFICER (FSO)

3.1 Group Standard

The work of positions in this structure provides a variety of support services relating to the operation and maintenance of facilities for people with a disability. As such this involves the application of a variety of physical coordinating and Employee management skills. At lower levels minimal judgement is required as work supervision and direction is clear. At more senior levels more focused skills are required, and senior supervisory levels require the management of a sizeable workforce in order to achieve a set level of performance in domestic-related functions, such as cleaning or provision of a catering or laundry service.

3.2 Qualifications

There are no mandatory qualifications for entry to the structure. Previous experience is not required and on-the-job training is provided. However, at higher levels specific qualifications may be required for some positions. These may include an endorsed licence to drive certain classes of vehicles, or a catering qualification. Supervisory ability is required at higher levels. A licence to drive a standard motor vehicle is required for some positions. Given the nature of the majority of the work, physical fitness and an ability to understand and apply the safe operation of basic cleaning, laundry, kitchen or similar appliances are required.

3.3 Definitions

3.3(a) Routine direction means that a person:

- receives instructions on what is required, on unusual or difficult features and, when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects and has assignments reviewed on completion; and
- has the knowledge and experience to perform basic duties usually without detailed instructions.

3.3(b) General direction means that a person:

- receives general instructions, usually covering only the broader aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- although competent and well experienced in the line of work may, on occasion, receive more detailed instructions, usually when special features are involved.

3.3(c) Limited direction means that a person:

- receives limited instructions normally comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in an operational sense and requires little guidance during the performance of the work even when special, unusual or complex features are involved.

Work Standards

3.4 Facility Services Officer, Level 1 (FSO 1)

3.4.1 Definition

Positions work under routine direction and undertake a range of laundry, cleaning, driving, basic food preparation, labouring or messenger duties. Positions at this level perform a limited range of recurring tasks across a single function. The work requires the application of physical skills and common sense. Recurring and well defined tasks are undertaken, such as the operation of cleaning and laundry equipment and kitchen appliances. Tasks are generally confined to one or two physical locations. Tasks regularly performed are generally confined to one or two procedures (eg. daily performance of a range of domestic services tasks including minor food and beverage preparations and regular ward cleaning duties; or motor driving duties of a collect and deliver or messenger nature). Established routines, methods and procedures apply and guidance is readily available with standard instructions applying. Within the framework of mainly predetermined work schedules, some decision-making may occur in the precise order tasks are performed.

This level is a base operational and recruitment level. Employees at this level have no supervisory responsibility. Employees undertaking work at this level would become competent in individual tasks after a limited period of 'on-the-job' training.

Initially, the work is performed under close direction and there is little scope to deviate from established routines, methods and procedures. Tasks may be mixed within a single functional area of work to provide a variety of work experience; they are of a routine operational nature.

3.4.2 Skills and Attributes

There are no mandatory qualifications for entry to this level. Previous experience is not required, as on-the job training is provided. Physical fitness and an ability to understand and apply the safe operation of basic cleaning, laundry, kitchen or similar appliances are required. Personal hygiene and an appreciation of its importance is required.

A licence to drive a motor car is a job requirement for a restricted number of positions at this level.

3.4.3 Typical Duties

- Provide a daily domestic and cleaning service within a unit, including regular cleaning duties and basic food and beverage preparation (eg. preparing toast, plating food, preparing fruit); or
- Assist in the preparation and serving of food in a kitchen, including storing bulk food, slicing, peeling, cutting, etc., preparing food items, delivering food, washing cutlery, crockery and utensils and, cleaning and washing kitchen areas; or

- Drive a vehicle in order to deliver goods, documents, messages, mail and other items, and perform incidental tasks associated with this function; or
- Perform a range of heavy cleaning tasks such as stripping and polishing large areas of floor surface, moving furniture, cleaning external surfaces such as paths and high windows, removing and replacing curtains and similar fittings, replace small areas of carpet, vinyl or other floor surface, clean a swimming pool facility including adding appropriate chemicals, and similar general labouring tasks; or
- Perform a range of Laundry hand tasks, including loading and tending washing machines and dryers, sorting articles by type, colour, fabric and cleaning treatment required, weighing and otherwise recording the receipt and movement of linen and clothing.
- Perform a range of linen room and/or sewing duties including operating industrial machinery, mending clothing and manufactured items such as bibs, bags and aprons. Assist in condemning, folding, sorting, allocating and preparing ward orders. Stack linen.

3.4.4 Indicative Previous Classifications

- FADSA/DSO 1
- Laundry hand/DSO 1
- Cleaner/DSO 1
- Messenger
- General Hand
- Motor Driver, Grade 1
- Seamstress Grade I
- Watchman
- Pharmacy Attendant

3.5 Facility Services Officer, Level 2 (FSO 2)

3.5.1 Definition

Positions at this level work under routine direction and the work is subject to regular checks. Detailed instruction is not always necessary however and there is scope for Employees to exercise initiative in applying established work practices and procedures.

This level encompasses a range or combination of operational activities, which require the application of specific skills or experience, and a general knowledge of the work to be performed. The work may focus on a particular stream of work, such as dry cleaning, general hostel duties, providing information, stores, receipt and dispatch, or the making and repair of clothing.

This level includes more specialised and skilled work performed in one functional area or operational work performed across a number of operational/functional areas.

Knowledge may be required of a range of skills, guidelines and procedures. Supervision is to hand in respect of task allocation and work quality. Some decision-making is required on appropriate method and arrangement of tasks.

Tasks are performed regularly across a range of activities and possibly a range of physical locations, eg. domestic service assistance tasks within a ward and a

kitchen; or domestic service tasks within wards and sewing room and heavy duty cleaning tasks; or regular performance of both motor driving and stores tasks under supervision.

Greater independence is afforded at Level Two than Level One and initiative is required in applying established practices and procedures. It would be expected that Employees at this level would be experienced, trained and skilled in their particular areas of facility operations. Some positions may have a minor supervisory role and most would be expected to provide regular advice and assistance to Level One Employees. This level can broadly be described as senior operative.

In addition, this level accommodates a modest number of specialist positions where specific skills and/or work experience are required.

3.5.2 Skills and Attributes

Generally, there are no mandatory qualifications for entry to this level. However, specific qualifications such as an endorsed licence may be required for some positions. Several years' practical experience in a specific work area or stream or preferably streams of work would provide appropriate training for this level. Skills may be enhanced by on-the-job training. Physical fitness may be required and a knowledge of the safe operation of some specific equipment may need to be acquired.

A licence to drive a standard motor car may be required for some positions.

3.5.3 Typical Duties

- Regular performance of at least two of the duty types described at Level One; or
- Drive a variety of motor vehicles (including those requiring an endorsed licence) in order to transport clients, food or other goods. Allocate and schedule vehicles to be used by other Employees; or
- Provide a comprehensive Inquiry Officer service, both in person and by manning a switchboard, and perform incidental tasks to this function such as monitoring fire and physical security; or
- Under direction receive, handle and dispatch incoming and outgoing goods and supplies from a store, and/or drive a variety of vehicles; or
- Under limited direction perform cleaning, tidying, booking and related tasks at a hostel.

3.5.4 Indicative Previous Classifications

- General Reliever.
- FADSA Cleaners, Laundry hands regularly working across a number of distinct functional areas, eg. kitchen/unit/linen store.
- Hostel Supervisor, Dry Cleaner, Tailor, Tailoress, Storemen, Grades 1 and 2, Motor Driver, Grades 2 and 3.

3.6 Facility Services Officer, Level 3 (FSO 3)

3.6.1 Definition

Work at his level is performed under general direction. Positions at this level usually require relevant experience acquired over a number of years and either a sound knowledge of a range of activities or a depth of specialised knowledge of a specific activity. A formal non-mandatory qualification, eg. Certificate of

Supervision may assist Employees to perform at this level. Supervisory positions may undertake the more complex operational work as well as oversee the work performed by Employees.

Positions perform a range of tasks within a specialist/specific activity. Resolution of problems can be achieved by referral to precedents, guide-lines and instructions, or trade practice.

There is guidance available on task allocation and work quality. There is scope for initiative in the application of established work practices and procedures. Positions with supervisory responsibilities may be involved in working with Employees to develop work performance.

3.6.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to some positions at this level. Several or more years' practical experience in a specific work area or stream would provide appropriate training for this level. This may be supplemented by formal qualifications in limited instances. Occupants need to have a sound knowledge of work practices, procedures, guidelines and instructions relevant to the work area. Supervisory skills are required at this level.

3.6.3 Typical Duties

- Manage a store or a stores/transport service at a smaller facility; or
- Under direction, manage a discreet stores or transport function at a larger stores facility (see note below); or
- Manage a team of Facility Services Officers, level 1 and 2 (**FSO 1 and FSO 2**), responsible for providing a comprehensive cleaning service; or
- Supervise a section of a laundry facility or manage a linen store.

3.6.4 Indicative Previous Classifications

- Laundry hand, Grade 2
- General Hand, Senior and Leading Storekeeper, Grade 1
- Central Linen Service Supervisor

3.7 Facility Services Officer, Level 4 (FSO 4)

3.7.1 Definition

Positions work under general direction and manage the provision of a service or function across a smaller facility or supervise Employees undertaking a range of activities or specialised activities.

Work at this level requires a sound knowledge of a function or range of service activities. Positions at this level determine work priorities and planning within their designated activity. Positions at this level have supervisory responsibilities over Employees operating a range of equipment and/or undertaking a range of tasks. Positions at this level recruit and counsel Employees and maintain standards within the service or function they manage.

While this level is primarily a supervisory one, involvement in wider resource management (eg. budget) is expected, although direction is usually available in this regard.

3.7.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to some positions at this level. Considerable relevant experience in a work area such as farm or stores management may be supplemented by formal qualifications. Experience in supervising Employees is necessary as the level is primarily a supervisory one.

A knowledge of Occupational Health and Safety Regulations, Standards and Procedures is required.

3.7.3 Typical Duties

- Assist in the management of a full laundry service; or
- Manage a full domestic service in a small facility or assist in the management of a full domestic service in a large facility; (refer notes) or
- Manage a farm at a large facility; or
- Manage a significant store or stores and transport service at a larger facility.

Note: Positions also assist in the management of rostering, allocation of duties, leave management, budgeting and counselling Employees.

3.7.4 Indicative Previous Classifications

- Laundry Supervisor
- Senior Storekeeper/Storekeeper, Grade 2
- Farm Manager
- DSS, Grade 1

3.8 Facility Services Officer, Level 5 (FSO 5)

3.8.1 Definition

Positions at this level work under limited direction in relation to established priorities and work practices to manage a function or service across a large facility or across a number of facilities. Examples include management of a large laundry or a full catering service. Positions manage a significant labour force. Managerial ability, including the ability to supervise Employees, set priorities, monitor work flow and to develop local strategies or work practices may be required. Positions have responsibility to oversee Employee training programs, and identify training needs. Positions recruit Employees within the parameters of determined staffing levels and are expected to be involved in the application of equal employment opportunity principles and to manage occupational health and safety guide-lines and requirements. Employee selection for lower level supervisory positions and Employee counselling and assessment are features of this level. Positions set criteria for service quality control and maintain standards within the function or service they manage. Positions determine work programs and priorities and need to closely monitor assigned budgets. Occupants are required to work in accordance with local policies on budgeting, staffing levels, major purchasing, disciplinary and personnel matters.

3.8.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to certain positions at this level, such as in catering. Employees must have extensive relevant experience and this may be supplemented by formal qualifications. Extensive practical experience in supervising a catering, laundry or cleaning function may have been obtained in the Victorian Public Service or private employment. Strong Employee management skills are required.

3.8.3 Typical Duties

- Manage a full catering service; or
- Manage a full domestic service at a larger facility; or
- Manage a full laundry service.

3.8.4 Indicative Previous Classifications

- Catering Services Manager, Grades 1 and 2
- Domestic Services Supervisor, Grades 2 and 3
- Laundry Manager
- Laundry Manager, Senior

4. TRADESPERSON STRUCTURE (TA)

4.1 Group Standard

The work of positions in this structure requires application or oversight of recognised trade skills. The work also includes tasks incidental to the performance of trade work. Additionally, this structure encompasses trade assistant work where clear direction and instruction is provided to unqualified Employees.

Supervisory levels in this structure include a supervisory role over a number of trade qualified Employees and trade assistants, and a co-ordination role over a significant workforce.

4.2 Qualifications

4.2.1 Level Four (TA 4)

A First Class Ministry of Transport Certificate, membership of the Institute of Hospital Engineers, an appropriate equivalent or a trade certificate issued by the Industrial Training Commission of Victoria or equivalent qualification. This mandatory qualification may be supported by other desirable criteria such as formal qualifications and/or proven supervisory and general management skills.

4.2.2 Level Two and Three (TA 2 and TA 3)

A trade certificate issued by the Industrial Training Commission of Victoria, or equivalent trade qualification is required. Standard registration or licence requirements apply for trades such as electrical mechanic and plumber. At Level 3 supervisory ability is required, as is the ability to schedule and cost trade work, monitor maintenance expenditure and assess the work of contractors.

4.2.3 Level One (TA 1)

Previous practical experience working as a handyman or working in the building/construction industry, catering, gardening or other trade-related field would be an advantage. On-the-job training in the safe operation of equipment will be provided.

Progression beyond Level One requires acquisition of a trade qualification. Employees at this level will be encouraged to undertake adult apprenticeships.

Physical fitness and a licence to drive a motor car may be required at all levels.

4.3 Definitions

4.3(a) Routine direction means that a person:

- receives instructions on what is required, on unusual or difficult features and, when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects and has assignments reviewed on completion; and
- has the knowledge and experience to perform basic duties usually without detailed instructions.

4.3(b) General direction means that a person:

- receives general instructions, usually covering only the broader aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- although competent and well experienced in the line of work may, on occasion, receive more detailed instructions, usually when special features are involved.

4.3(c) Limited direction means that a person:

- receives limited instructions normally comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in an operational sense and requires little guidance during the performance of the work even when special, unusual or complex features are involved.

Work Standards

4.4 Tradeperson, Level 1 (TA 1)

4.4.1 Definition

Positions at this level are under routine direction from trade qualified Employees and perform a range of trade assistant work.

Within practical parameters, trade assistant work may be organised within specific fields as listed below.

These are indicative and not exclusive.

Trade Assistant cooking duties include preparing and cooking food.

Trade Assistant engineering duties may include welding and general maintenance.

Trade Assistant gardening duties include mowing, weeding, watering, slashing, digging, fertilising, spraying, cutting edges, removing fallen branches and minor maintenance on equipment.

General maintenance work includes replacing washers and globes, replacing tiles and door knobs, carrying out the less complex repairs on motor vehicles, farm, garden and other equipment.

4.4.2 Typical Duties

- Assist trade qualified Employees.
- Undertake general handyman tasks, including mechanical repairs.

- Undertake manual tasks such as lifting and moving furniture, monitoring clients' movements around tools and equipment when work is undertaken in Units or areas where clients have access.
- Repair tiling.
- Undertake minor concreting work.
- Clean roofs and gutters of leaves.
- Replace washers, light globes, door knobs.
- Repair items such as washing machines, lawn mowers, wheel chairs, metal fascias.
- Undertake general gardening tasks such as weeding, mowing, watering, slashing, digging, fertilising, spraying weeds/roads, cutting lawn/edges, removing fallen branches.
- Undertake routine maintenance on workshop and gardening equipment.
- Clean boiler rooms.
- Assist painter in preparing surfaces for painting and undertake routine painting work.
- Repair broken chairs and similar items.
- Assisting in the Carpenters Workshop, including repainting garden stakes, stacking and dressing timber, assisting in erecting and moving furniture, repairing wooden cupboards, etc.
- Monitor clients when maintenance and installation work is being undertaken in areas where clients have access.
- Prepare and cook food.
- Undertake incidental driving duties related to the completion of trade and trades related tasks.

Note: The above is a reasonably comprehensive list of the range of duties, which might be encompassed. Personal ability, interest and training would impact on the range of duties, which might be asked of an individual.

4.4.3 Qualifications, Skills and Attributes

A trade is not required. Previous experience as a Handyman or working in the building industry or other trade related areas would be an advantage. Physical fitness is required and a knowledge of the safe operation of some specific equipment may need to be acquired. On-the-job training may enhance skills already possessed by Employees. Direction is provided by trade supervisory Employees.

A licence to drive a motor car may be required.

4.4.4 Indicative Previous Classifications

- General Assistant
- Cook, grade 1 (Unqualified)
- Gardener, Grade 1 (Unqualified)
- Fireman
- Agricultural Assistant

4.5 Tradesperson, Level 2 (TA 2)

4.5.1 Definition

Positions at this level work under general direction. This is the recruitment level for trade qualified Employees, including trade qualified Cooks and Gardeners. (1) This level includes work incidental to trade work. Work performed at this level includes the full range of trade work for which qualified; perform non-trade tasks incidental to his/her work; perform work which, while primarily involving the skills of the Employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task, such incidental or peripheral work would not require additional formal technical training; ensure availability of basic tools and equipment for their trade; supervise unqualified Employees and apprentices assisting in the trade work performed. Supervision of trade assistants and apprentices may be required at this level.

4.5.2 Typical Duties

Precise duties vary from trade to trade. Local job titles may continue to apply.

4.5.3 Qualifications, Skills and Attributes

A trade qualification is mandatory. Capacity to safely operate the necessary trade equipment is required. Employees are expected to be thoroughly competent in their trade. Supervision and training of unqualified and apprentice Employees may be required.

A licence to drive a motor car may be required.

4.5.4 Indicative Previous Classifications

- Carpenter
- Carpenter
- Leading Hand Painter
- Painter
- Leading Hand Plasterer
- Leading Hand Plumber
- Plumber
- Leading Hand Electrical Mechanic
- Electrical Mechanic
- Senior Cook, Grade 2A (trade qualified)
- Cook, Grade 2 (unqualified and subject to salary barrier)
- Gardener, Grades 2A and 3A (trade qualified)
- Gardener, Grades 2 and 3 (unqualified and subject to salary barrier)
- Motor Mechanic
- Bricklayer
- Hairdresser
- Engineer Mechanic, Grades 1 and 2

4.6 Tradesperson, Level 3 (Trade Co-ordinator, Grade 1) (TA 3)

4.6.1 Definition

This level works under general direction and is a clear supervisory level of trade qualified Employees, including Cooks and Gardeners (2) and includes multi-disciplinary supervisory levels for other trades work. Positions supervise a range of trade qualified Employees and trade assistants and other Employees. At small facilities this level may be the most senior trade qualified Employee, while at large facilities there may be a number of positions at this level, each responsible for a discreet area of maintenance or for a number of trades Employees across a range of trades. Typically, at least four Employees would be supervised across a number of trades.

4.6.2 Typical Duties

- Undertake trade work for which qualified;
- Supervise a range of trade and other Employees (both Levels One and Two) to ensure the maintenance of buildings, equipment and fittings, gardens and grounds, catering services;
- Monitor maintenance expenditure;
- Schedule and cost work; ensure the quality of work performed by assigned trade and related Employees and by maintenance contractors;
- Assist in the recruitment and training of Employees;
- Assess the merit of work performed by contracts.

4.6.3 Qualifications, Skills and Attributes

A trade and sound supervisory skills are both necessary. A trade qualification is mandatory. This could be any building, maintenance, cooking or gardening related trade. Ability to schedule and cost work, assess quotations and oversee the quality of work undertaken is required. Ability to monitor expenditure is required. Sound communication skills are required.

A licence to drive a motor car may be required.

4.6.4 Indicative Previous Classifications

This is a new role and approximates the current Building Maintenance Officer role. On implementation of the new structure, it is envisaged that a number of these primarily supervisory positions will be created, providing a career structure for some former Leading Hands and trades qualified Employees.

Current classifications included in this level are Engineer Mechanic Grade 3, Cook Grades 3 and 4, Gardener Grade 4, Garden Manager, Garden Foremen, Carpenter Foremen and Buildings Maintenance Officer.

4.7 Tradesperson, Level 4 (Trade Co-ordinator, Grade 2) (TA 4)

4.7.1 Definition

Working under limited direction, a position at this level is a manager of a maintenance function including a range of trade activities performed by trade, trade assistant Employees, and, often, Level Three supervisory positions.

4.7.2 Typical Duties

- Co-ordinate a significant workforce of trade qualified and other Employees to ensure the maintenance of buildings, fittings, plant and equipment including steam equipment;
- Oversee the recruitment and training of Employees;
- Develop rolling maintenance programs;

- Manage a maintenance budget;
- Determine the extent and priority of work to be performed subject to financial, local and practical constraints;
- Monitor contractors' work;
- Provide advice to the Employer on maintenance and installation issues.

At larger institutions, positions at this level co-ordinate the work of trade classifications at Levels One, Two and Three.

4.7.3 Qualifications, Skills and Attributes

A first class Ministry of Transport Certificate, membership of the Institute of Hospital Engineers, an appropriate equivalent, or a trade certificate issued by the Industrial Training Commission of Victoria or equivalent is required. Sound proven coordinating and supervisory skills are required. Ability to prepare reports and make recommendations. Demonstrated ability to schedule and cost maintenance work; well developed communication skills. At some locations a practical knowledge of steam generation is required.

A licence to drive a motor car may be required.

Some on-call responsibility may be required for emergency situations.

Some maintenance responsibilities external to the facility may apply.

4.7.4 Indicative Previous Classifications

Maintenance Engineer, Grade 2.

Existing Non-Trade qualified Cooks, Grade 2 and Gardeners, Grades 2 and 3, will be included in this level at the inception of the new structure subject to a salary barrier until such time as their trade qualifications or equivalent has been recognised.

Existing Non-trade qualified Cooks, Grades 3 and 4, and Gardeners, Grade 4, Garden Managers and Foremen, will be included in this level at the inception of the new structure subject to a salary barrier until such time as their trade qualifications or equivalent has been recognised.

4. GENERAL NURSE (GN)

4.1 Group Standard

1.1.1 Definition

General nursing is a health-care service provided to society and practised in a wide range of settings. The work includes the observation, care, treatment and counselling of the sick, injured and infirm; the prevention of illness; community education; and the administration, management and training of General Nurses.

The primary objectives of the general nursing profession are to provide direct health care and education for people in relation to the prevention of illness, and the promotion, restoration and maintenance of optimum health. To achieve these objectives the General Nurse applies specialised knowledge, clinical skills and techniques to assist those in need.

The profession needs to be adaptable and sensitive to changes within the medical, technological and nursing fields. This necessitates keeping up to date with current practices at all levels, which may require membership of professional bodies, completion of post-registration qualifications, attendance at

seminars and short courses, and subscribing to professional journals. At more senior levels, positions are likely to be increasingly responsible for researching and disseminating information on changes to nursing procedures.

The general nurse function in the Victorian Public Service is undertaken in a range of settings, including hospitals, medical clinics, the community, clients' homes, schools, and in Administrative Units, Divisional Offices and Head Office program delivery units.

General Nurses are required by legislation to function within the limitations of their competence based on their educational preparation and experience, and are held accountable for their professional actions on this basis. The *Health Professions Registration Act 2005* prohibits any 'unregistered person from performing any medical procedure or administering drugs without the authorisation of a registered medical practitioner.

1.1.2 Features

Four areas of work - clinical, administration, education and advisory - can be identified within the nursing structure. Not all positions will undertake duties solely within one area and many positions will combine clinical, administrative, education and advisory features.

1.1.3 Clinical Area

Clinical general nursing duties involve the application of skills and technical knowledge associated with professional procedures to achieve the required standard of nursing care or advice in a range of settings. Clinical activities include:

- 1.1.3(a)** direct patient care, including the assessment, planning, implementation and evaluation of nursing care;
- 1.1.3(b)** the provision of guidance in clinical matters to less-experienced practitioners;
- 1.1.3(c)** research into the clinical nursing function;
- 1.1.3(d)** the provision of clinical advice or a clinical service within a recognised nursing speciality on a facility-wide or statewide basis in a specific discipline.

1.1.4 Administration Area

Administration duties typically involved the management of the general nursing function at various levels within institutions or other settings, or the provision of non-clinical support to clinical practitioners. Administrative activities include:

- 1.1.4(a)** management of the general nursing function at unit, ward or hospital level, or in the community across one or several regions;
- 1.1.4(b)** Employee management, deployment and development;
- 1.1.4(c)** budget activities, including assessment of human resource requirements in the general nursing field;
- 1.1.4(d)** development of policies and procedures in relation to clinical, administrative and/or education practices in an institution or other setting.

1.1.5 Education Area

The provision of all basic general nursing training is expected to be undertaken by Colleges of Advanced Education by 1993. Post-basic and Employee development courses are delivered by Administrative Units. Educational activities in the VPS include:

- 1.1.5(a)** the provision of theoretical and practical tuition at post-basic level;
- 1.1.5(b)** the provision of informal tuition and clinical guidance to less-experienced general nursing Employees;
- 1.1.5(c)** the use of formal programs and informal means to educate patients and their relatives;
- 1.1.5(d)** the management of the post-basic and in-service teaching function and co-ordination of curricula implementation and provision of the teaching service;
- 1.1.5(e)** the identification of educational needs and curriculum development;
- 1.1.5(f)** the planning, design and evaluation of courses.

1.1.6 Advisory Area

General nursing advisory positions involve the provision of advice on general nursing matters to nurses, Employers of nurses (eg. municipal councils) and health facility or health program managers (eg. Regional Manager's of Administrative Unit regions).

Advisory activities include:

- 1.1.6(a)** assistance with interpretation of legislation and Government guide-lines such as AIDS policies, standards of patient care as prescribed by relevant legislation, or terms and conditions of employment under the Nurses Award;
- 1.1.6(b)** evaluation of services being provided by or subsidised by the particular Administrative Unit (eg. family planning, school nursing, maternal and child health care);
- 1.1.6(c)** recommendation of changes to current policies and practices in their field and general nursing input to health-related policies;
- 1.1.6(d)** development of additional or new services to meet identified needs in a health-care facility, community or region;
- 1.1.6(e)** provision of general nursing or policy advice to nurses working within their field or speciality;
- 1.1.6(f)** promotion/marketing of services to the community, region, etc;
- 1.1.6(g)** promotion of integration of services with other health-care provider's to avoid overlap and encourage a coordinated approach to service provision.

1.1.7 Qualifications

Mandatory qualification for entry to the General Nurse structure is completion of an approved program of basic general nursing education either in hospital schools of nursing (certificate) or tertiary institutions (diploma) and registration by the Nurses Board of Victoria. Hospital schools of nursing were to discontinue the provision of basic nursing education by 1993.

Post-basic qualifications may be desirable at higher levels in the structure, particularly positions working in certain areas of clinical speciality, education or senior administration. These additional qualification requirements would not be mandatory, but would be identified in appropriate cases as part of the selection criteria for individual positions.

Work Level Standards

1.2 General Nurse, Level GN 1/2

1.2.1 Definition

Positions at **Level GN 1/2** perform a broad range of general nursing duties that utilise well-established techniques and procedures according to accepted standards.

1.2.2 Features

- 1.2.2.1** This Level includes recently qualified General Nurses whose work will require regular supervision, and also encompasses more experienced practitioners whose work contribution increases as experience and knowledge are gained and who may require only limited direction in their day-to-day duties.
- 1.2.2.2** Tasks require a knowledge of general nursing principles, procedures and practices as provided by the current mandatory qualifying course, and some decision-making is required consistent with the extent of this knowledge. Position incumbents are professionally accountable for these decisions.
- 1.2.2.3** Clinical tasks usually will involve the provision of direct patient care where the range of nursing activities is limited to the less complex tasks and is clearly defined.
- 1.2.2.4** Higher-level clinical tasks undertaken by more experienced practitioners generally will be more complex. That is, there will be a regular requirement to select from a number of possible courses of action where guidelines are not always clear or options and outcomes are variable.
- 1.2.2.5** At the lower levels of this Level, supervision is regular, and guidance in more advanced matters is at hand where required. Position incumbents are responsible for referring matters beyond the limits of their competence to appropriate practitioners. Progress is monitored and outcomes checked by more senior nursing or medical Employees. Where regular supervision is not available, positions at this Level will work within well-defined guidelines and accepted practices, where more advanced matters rarely arise.
- 1.2.2.6** A more experienced practitioner usually will cover the broader aspects of the work and would be under more general supervision, with detailed instruction being provided as required. Higher positions will require technically competent and experienced practitioners, who are appointed at the fifth subdivision of **Level GN 1/2**. Regular supervision should be necessary only where these positions are performing complex nursing tasks in specified areas.

1.2.3 Job Evaluation Criteria

1.2.3.1 Knowledge and Experience

Level GN 1/2 positions require registration with the Nurses Board of Victoria on completion of a 3-year general nursing education program. Positions thus require proficiency in professional general nursing practice and procedures as they are applied in the ward or other work setting. There also may be a requirement to oversee the work of State Enrolled Nurses to ensure that requisite standards as set by higher-level supervisor's or facility policy are met.

1.2.3.2 Breadth

Activities will be confined to a single work area (eg. a particular ward or unit) with closely specified objectives.

1.2.3.3 Interpersonal Skills

Positions will be required to communicate with a range of people for the purpose of obtaining and exchanging information, and for gaining cooperation and assistance in relation to well-defined activities.

1.2.3.4 Work Complexity

Tasks required of positions are performed according to established procedures, specific guidelines and standard instructions. Positions at this level may be required to select certain methods or procedures to meet given circumstances. Positions work under the regular supervision of a more senior nurse, or in work environments where such supervision is not required. At higher levels within this Level, there may be a requirement to adapt general nursing care priorities to meet arising situations.

1.2.3.5 Reasoning/Creativity

Problems are readily solved by application of professional general nursing principles/procedures and established workplace practices. Guidance in the more complex nursing matters from a more senior nurse is either at hand or not required by the nature of the nursing issues generally arising.

1.2.3.6 Accountability

Positions are professionally accountable for the nursing service provided. Specific instructions and guidance are provided by a more senior nurse where required.

1.2.4 Typical Duties

- Obtain data for a patient's general nursing history and prepare, implement and evaluate a nursing care plan based on this information and medical orders.
- Observe, interpret and record physiological data and report abnormalities to the relevant authority (Associate Unit Manager, Unit Manager, medical Employees), or take appropriate action within accepted facility policies.
- Administer drugs according to medical orders and within the bounds of professional conduct.
- Assist in the co-ordination of paramedical services to patients.
- Provide guidance and support to patients and their friends/relatives, and educate these people in matters such as general nursing procedures being undertaken, health management programs, etc.
- Participate in professional development (in-service training, private study/research) to maintain currency of nursing knowledge.
- Under the direction of an occupational health supervisor, undertake general nursing care and education tasks in an occupational (ie. general workplace) setting, and participate in the development of health and safety procedures within that setting.

1.3 General Nurse, Level GN 3

1.3.1 Definition

Positions at **Level GN 3** will:

- 1.3.1(a)** in addition to **Level GN 1/2** duties, provide assistance in the clinical and administrative management of the work unit as Associate Unit Manager and perform the in-charge function during the off periods of the Unit Manager; or
- 1.3.1(b)** function as an independent practitioner in a community setting; or

1.3.1(c) under the direction of a more senior nurse, manage a section of a small facility (eg. outpatients/theatre).

1.3.2 Features

1.3.2.1 Associate Unit Manager provide guidance to less-experienced **Level GN 1/2** General Nurses, Student General Nurses, State Enrolled Nurses and Student State Enrolled Nurses. This will involve supervision of such Employees, including oversight of clinical procedures dissemination of information on local practices, notifying more senior Employees of progress, etc. Positions also perform administration duties in relation to the management of the work unit.

1.3.2.2 Clinical activities will require initiative and judgment in selecting and applying established procedures and practices to unusual or complex situations.

1.3.2.3 Specialist positions may receive supervision from **Level GN 4** positions where required. Work is conducted according to institution or other relevant general nursing policy. Positions may make recommendations to more senior Employees on the effectiveness of such policies.

1.3.2.4 Community positions would manage a caseload in such activities as performing health status assessments, and health promotion in the community to their client group; provide counselling to individuals, families and groups; and contact tracing in relation to infectious diseases.

1.3.2.5 Team Leaders (eg. occupational health) would be responsible for the operation of a general nursing service.

1.3.2.6 **Level GN 3** positions are subdivided into **Level GN 3A** and **Level GN 3B** levels. **Level GN 3A** positions include Associate Unit Manager in a non-major hospital and Occupational Health Nurse (Sole) employed to take charge of a medical centre and all matters concerned with the occupational health, medical and general nursing services. Community Health Nurses at **Level GN 3A** have a more narrow focus in that they specialise in one infectious disease (TB, AIDS) or group. Their work plan usually is determined in consultation with other professionals involved with the same client.

1.3.2.7 Community Health Nurses at **Level GN 3B** work independently in their community and are expected to use the guidelines provided as an aid to evolve and carry out their own work plan. Advice is available to these nurses only for the more complex cases. An Occupational Health Nurse (Supervisor) also would be classified in **Level GN 3B**.

1.3.3 Job Evaluation Criteria

1.3.3.1 Knowledge and Experience

Level GN 3 positions require registration with the Nurses Board of Victoria following completion of a 3-year general nursing education program. General nursing management and clinical knowledge is gained through work experience or through relevant post-basic training.

In addition to proficiency in professional general nursing practice and procedure, positions will require:

1.3.3.1(a) the ability to assist in the management of a ward within the policies and procedures established by the Unit Manager, and the ability to provide clinical guidance to **Level GN 1/2** General Nurses working in the ward or work unit; or

1.3.3.1(b) knowledge of resources available to patients being treated in a community setting and sufficient clinical knowledge to handle a caseload as a sole practitioner.

1.3.3.2. Breadth

Most Associate Unit Manager or Team Leader positions will be confined to a single ward or work unit, with the requirement to assist in the co-ordination of general nursing and non-nursing functions to achieve ward/unit objectives as set by the Unit Manager. Community-based positions will work according to closely specified objectives, but would resolve clinical nursing problems identified during the course of their duties.

1.3.3.3 Interpersonal Skills

Positions at this Level have similar communication requirements as for **Level GN 1/2**. There also will be a requirement to actively influence and convince others in the pursuit of specific objectives.

1.3.3.4 Work Complexity

Positions are governed by established policies and procedures. **Level GN 3** is distinguished from lower-level positions in the regular requirement to assess the effectiveness of these policies and procedures as they apply to the particular work situations.

1.3.3.5 Reasoning/Creativity

Positions involved in direct patient care are required to resolve complex general nursing issues by discriminating between a range of courses of action. Guidance in the most complex matter's from a more senior General Nurse is either at hand or not required by the nature of the nursing issues generally arising. Positions also may have to resolve local administrative, management or organisational problems by application of accepted practices and standards.

1.3.3.6 Accountability

Positions are professionally accountable for the general nursing service provided. Positions are provided with resources/targets with the expectation that defined tasks will be completed according to standards or agreed goals and subject to supervision.

1.3.4 Typical Duties

- Within the constraints established by the Unit Manager and/or facility policies, manage the operations of a ward or Employer in the absence of the Unit Manager. This may involve the allocation of general nursing duties to **Level GN 1/2** General Nurses, Student General Nurses, State Enrolled Nurses, and Student State Enrolled Nurses on a particular shift, the oversight of administrative functions (eg. notifying Nursing Administration of Employee shortages, assisting in roster preparation), participation in the development of ward policies and procedures under the guidance of the Unit Manager, and resolving complex nursing problems that may arise when the position is in charge of the ward/unit.
- Provide clinical and home-visiting services to ensuring that adequate treatment and care are provided and/or to ensure effective control of disease, according to set guidelines.
- Provide health education to clients and interested parties in the community.

- Conduct health examinations and screening programs and ensure that problems are identified and treated.

1.4 General Nurse, Level GN 4

1.4.1 Definition

Positions at **Level GN 4** will:

- 1.4.1.1** be responsible for the clinical management and administration of a ward or work unit of a hospital; or a service of comparable complexity to those in a major teaching hospital; or a community health centre facility; or a school nursing service unit or medical unit in a reception/training centre;
- 1.4.1.2** provide specialist clinical advice in a general nursing discipline, across a major health facility or region(s); or
- 1.4.1.3** be in charge of a team of independent General Nurse practitioners in a community setting with special and distinctive features.

1.4.2 Features

- 1.4.2.1** Ward or community management positions will require substantial clinical experience to advise Employees on technical issues. Knowledge of administrative procedures (including Employee rostering, equipment supplies, etc.) also is required. The basic General Nurse qualification may be augmented by specialist clinical or administrative education.
- 1.4.2.2** Co-ordination and management tasks are a feature of ward/unit management positions and include supervision of Employees.
- 1.4.2.3** Clinical activities will require initiative and judgement in selecting and applying established procedures and practices to unusual or complex situations.
- 1.4.2.4** **Level GN 4** positions are subdivided into **Level GN 4A** and **Level GN 4B** levels.
- 1.4.2.5** Positions in **Level GN 4A** include Charge Nurses in non-major hospitals and Community Health Nurses (Sole). Responsibilities may include supervision and direction of a small number of Employees, administration and management of a small health service, and in the case of a sole practitioner, be required to provide an extensive service, including a substantial health education program for other Employees and clients.
- 1.4.2.6** This level also represents the highest level of Public Health Nurse in circumstances where there is an extra dimension to the normal role. This may be in the 'clinical specialist' area, where positions may be used as the most knowledgeable nurses in their unit, or as independent operators throughout the State responsible for organising and carrying out inspections, and screening programs and surveys in association with public health programs.
- 1.4.2.7** Positions in **Level GN 4B** include Charge Nurses in a major hospital, a Community Health Nurse in charge, and Maternal and Child Health Nurses. Also in **Level GN 4B** are nurses in institutions and in the community carrying out duties of like responsibility and breadth to major hospital and community charge positions. These are distinguished from **Level GN 4A** by the number of Employees for which they are responsible (eg. up to 15) and the greater complexity of their administrative and management responsibilities. The Charge Nurses at this level also require specialist

knowledge (eg. maternal and child health nursing and school nursing), which they use in the training and/or support of their Employees.

1.4.3 Job Evaluation Criteria

1.4.3.1 Knowledge and Experience

- **Level GN 4** positions require registration with the Nurses Board of Victoria following completion of a 3-year general nursing education program. In addition, positions at this level usually will require a full knowledge of administrative and management procedures associated with the work area. Nursing management and clinical knowledge will have been gained through work experience or through relevant post-basic education in order to advise Employees in the handling of any unusual or complex nursing tasks that may arise. Ward/unit management positions are required to direct, develop and supervise Employees to ensure the achievement of general nursing care of a quality commensurate with the objectives of the ward/unit.

1.4.3.2 Breadth

Positions generally will be evaluated only at **Level GN 4** where there is a requirement to manage several distinct activities that need to be coordinated and related to other functions. Charge Nurse positions are required to co-ordinate clinical, administrative and management functions to achieve ward/unit objectives.

1.4.3.3 Interpersonal Skills

Positions at **Level GN 4** will be actively involved in influencing and convincing others in pursuit of specified objectives, and there will be a regular requirement to undertake communication requiring tact and diplomacy with facility Employees and members of the public. Positions will resolve problems identified in the work area, and will provide advice on the on-going operation of their function to senior general nursing Employees as necessary.

1.4.3.4 Work Complexity

Positions are governed by standard facility policies and procedures. In addition to the requirement to develop changes and adaptations to the way work is organised and performed, positions at this Level require considerable interpretation and understanding of facility policies and/or the particular speciality in order to deal with both specialised projects and typical circumstances.

1.4.3.5 Reasoning/Creativity

In general, positions at this Level have a major role in resolving issues by identifying problems and applying or adapting accepted practice. Work situations remain governed by facility policy and nursing standards. However, activities require initiative and judgement in selecting and applying established procedures and practices to unusual or complex situations.

1.4.3.6 Accountability

Positions are professionally accountable for the general nursing service provided.

Ward or work unit management positions may be allocated resources but given latitude in how Employees and other resources are deployed, with minimal intervention from other positions. Such positions are accountable to

more senior general nursing Employees for the efficient running of the work unit.

Part of the supervisory accountability at this Level would include the identification of Employee development needs and the initiation of programs to improve Employee performance.

Providers of specialist advice at this Level may be required to provide information in relation to the individual speciality, which will influence the decisions made by others, including superiors and peers, in the monitoring, development and delivery of clinical programs. Advice would be subject to guidelines and/or professional standards, and more difficult options/decisions would be discussed with more senior nursing or project management Employees.

Sole practitioners will be guided by established policies, while providing an autonomous service within the limits of professional nursing practice.

1.4.4 Typical Duties

- Oversee the provision of direct patient care to ensure that ward standards are met. This may include rostering Employees, allocating tasks to Employees according to ward/unit needs, educating Employees in ward processes, providing clinical intuition, monitoring the effectiveness of ward/unit procedures and protocols, preparing budget estimates, managing the liaison between ward and other hospital Employees, and obtaining appropriate resources for the work unit as required.
- Manage the delivery of a service in a community setting. This may include rostering Employees, allocating tasks according to the work unit needs, educating Employees in special procedures, monitoring the effectiveness of service provision, managing liaison between the unit and other community-based services and obtaining appropriate resources for the work unit as required.
- As an autonomous practitioner, provide a wide range of nursing services in a community or reception/training centre.
- Provide direct general nursing care and develop health education programs to a client group in a community or reception/training centre.
- Deliver specialist advice in a particular discipline across a number of health-care facilities or regions.

SCHEDULE B GRIEVANCE PROCEDURE

1. PRINCIPLES

The parties agree that the following principles are essential to the early and lasting resolution of Employee grievances:

- (a) open and positive communication by all parties involved;
- (b) a recognition and support for the Employee's right to be assisted and represented in the process by a HACSU representative or other person of the Employee's choice;
- (c) early response timelines;
- (d) observance of the rules of natural justice;
- (e) commitment to be non-judgmental and to focus on speedy resolution of the grievance in a manner acceptable to all parties concerned,

2. PERSONAL GRIEVANCES

2.1 The Employer must establish a process in accordance with this Schedule for the resolution of personal grievances within the department.

2.2 An Employee may lodge a personal grievance in writing with the Employer, seeking a review of an action taken within the department.

2.3 A personal grievance means a grievance of an Employee in respect of any action taken within a department which directly affects that Employee including selection grievance and decision in relation to a penalty imposed but not including a decision under this Schedule to refuse an application or request for review, or a determination or direction by the Employer, the State Services Authority under this Schedule following a grievance review) which the Employee considers:

- (a) is in breach of the application of entitlements and conditions of employment set out in this Agreement; or
- (b) infringes the principles of merit and equity or infringes any personnel policy or guidelines issued by the Employer; or
- (c) is otherwise unreasonable.

2.4 Grievances relating to discrimination, harassment or bullying are not covered by the procedures under this Schedule in the first instance. Such matters are to be addressed through established departmental policy.

2.5 In this Schedule:

- (a) an Employee refers to an ongoing or fixed term Employee, or a casual Employee of 12 months or more service, and includes a reference to a former Employee:
 - (i) in relation to his or her former employment; and
 - (ii) "action" includes refusal or failure to take an action.

2.6 The grievance resolution process must allow for:

- (a) genuine attempts at local resolution to occur prior to the matter being referred to the Grievance Registrar; and
- (b) natural justice to be applied; and

- (c) the aggrieved Employee, on request, to be represented at any hearing by an agent; and
 - (d) the expeditious resolution of grievances.
- 2.7** Despite **sub-clause 2.6** of this Schedule, the Employee may not be represented by a person who is or has been a duly qualified legal practitioner in a State or Territory of the Commonwealth, except where the personal grievance relates to a charge having been proved or a penalty imposed in the course of a discipline inquiry under this schedule, or where the Employer determines otherwise.
- 2.8** A fixed term Employee with less than six months continuous service or a probationary Employee may not request the review of an action relating to dismissal or threatened dismissal.
- 2.9** An Employee is only entitled to lodge an application for review of a proposed appointment to a position where:
- (a) appointment to the position in question would constitute a promotion for the Employee; and
 - (b) the Employee is qualified for the position; and
 - (c) the Employee was an applicant for the position; and
 - (d) as at the closing date for lodging applications for review the Employee was a fixed term Employee with at least 2 years continuous service or an ongoing Employee; and
 - (e) the proposed appointment is to a position other than an executive position; and
 - (f) the proposed appointee is an Employee; and
 - (g) the ground for the grievance is
 - (i) the Employee was the person best suited to the position; or
 - (ii) there were significant deficiencies in the selection process which prevented the selection of the person best suited to the position.
- 2.10** If the *Public Administration Act 2004* or any successor to that Act provides a direct mechanism for review through another avenue or if a matter is being dealt with in another forum, a request for review under this Schedule must not be accepted.
- 2.11** Nothing in this Schedule is intended to prevent any informal resolution of grievances, which might otherwise be the subject of a request for review under this Schedule.

3. GRIEVANCE REVIEW PROCESS

- 3.1** The Employer may nominate one or more persons to assist in the review and resolution of personal grievances.
- 3.2** Any person nominated under **sub-clause 3.1** of this Schedule to review, or participate in the review of, an action which is the subject of a personal grievance must not have had any involvement in that action.
- 3.3** The Employer must not in any way direct or influence a person nominated under **sub-clause 3.1** of this Schedule in the performance of his or her duties under this Schedule.
- 3.4** Having regard to the recommendation of a person or persons nominated under **sub-clause 3.1** of this Schedule, the Employer may determine an application

for review of an action under this Schedule, and may confirm, vary or quash that action.

- 3.5** An application for review of an action under this schedule must be lodged within 14 days of the action or of the date of notification of the action, whichever occurs last, except where the Employer is satisfied that the circumstances justify acceptance of an application lodged outside this period.
- 3.6** On receipt of the proposal of a selection committee in relation to an appointment, the Employer must cause each Employee applicant for the vacancy to be advised in writing of the proposed appointment.
- 3.7** Where an application for review of a proposed appointment has been lodged, the Employer must not publish particulars of the appointment in the Public Service Notices until the outcome of the review is known.
- 3.8** An application for review of an action under this Schedule may be refused by the Employer if the Employer considers it to be trivial, vexatious or not made in good faith.
- 3.9** All proceedings under this Schedule must be conducted without regard to legal forms and solemnities and must be directed by the best evidence available, whether that is evidence that the law admits, requires or demands in other cases or not.

4. REFERRAL OF REQUEST FOR REVIEW TO STATE SERVICES AUTHORITY BY THE EMPLOYER

- 4.1** A request for the review of an action under this Schedule must be referred to the State Services Authority by the Employer if:
 - (a)** the Employer was directly involved in the action under review or is the subject of the grievance; or
 - (b)** the Employer considers it appropriate; or
 - (c)** the State Services Authority has determined referral is required.
- 4.2** If the Employer refers a request for review to the State Services Authority under **sub-clause 4.1(b)** or **(c)** of this Schedule the administrative costs of the review, as determined by the State Services Authority, must be paid by the Employer.
- 4.3** The State Services Authority may refuse a request for review referred under this schedule if satisfied that the request is trivial, vexatious, not made in good faith, would be more appropriately dealt with by the Employer or should not be heard for any other reason.

5. REVIEW BY THE STATE SERVICES AUTHORITY

- 5.1** An Employee may lodge a complaint with the State Services Authority for grievance mediation where he or she considers that a grievance review process under this Schedule-
 - (a)** failed to comply with this Schedule or the State Services Authority's Minimum Standards for Grievances issued in accordance with the State Services Authority Directions; or
 - (b)** was unfair; or
 - (c)** has been unduly protracted.

- 5.2** Any complaint of a Employee under **sub-clause 5.1** of this Schedule must be lodged with the State Services Authority within 30 days after the date of notification of the outcome of the review.
- 5.3** The State Services Authority may decline to consider a complaint if satisfied that the complaint is trivial, vexatious, not made in good faith, or should not be heard for any other reason.
- 5.4** The Employer must provide a person appointed by the State Services Authority with any necessary assistance in investigating a complaint.
- 5.5** The Employer must give effect to any determination, direction or act on any recommendations stemming from a review by the State Services Authority.

SCHEDULE C: UNSATISFACTORY PERFORMANCE AND DISCIPLINE PROCEDURE

1. TERMS AND CONCEPTS

Misconduct means conduct that, if proven, would not justify a disciplinary outcome greater than a formal warning to the Employee. The conduct may be inadvertent and/or not of a serious nature.

Serious Misconduct means conduct of such a nature that it may be unreasonable to require the Employer to continue the employment of the Employee. The conduct may be wilful, deliberate and/or of a serious nature.

Unsatisfactory Performance means an Employee's failure to meet the requirements of his or her role, or minor behavioural issues falling short of Misconduct.

2. APPLICATION

2.1 Any action applied in relation to Unsatisfactory Performance, Misconduct or Serious Misconduct by an Employee will be in accordance with this Schedule.

2.2 This Schedule applies to Employees, including long-term casual Employees (meaning those casual Employees who have completed at least 12 months' of continuous service with the Employer) and long-term casual Employees who are temporarily engaged on a fixed-term contract, other than Employees who are:

- (a)** employed temporarily, who have been continuously employed for less than 6 months; or
- (b)** employed on a casual, intermittent or seasonal basis; or
- (c)** undergoing a probationary period of employment.

3. STREAMS

3.1 There are three streams for managing allegations under this Schedule:

- (a)** Unsatisfactory Performance stream;
- (b)** Misconduct stream; and
- (c)** Serious Misconduct stream.

3.1.1 Within one (1) business day of an employee being notified of an allegation against them which may constitute misconduct or serious misconduct, and where the Employer suspends or transfers the Employee on pay, the Employee will be provided with a broad indication of the allegation/s including the date of the incident

3.2 An assessment of the appropriate stream for managing the allegation/s should be made by management within five (5) business days of the allegation/s being made known to management.

3.3 Where management's assessment under **sub-clause 3.2** of this Schedule includes an assessment that the allegation/s may constitute Serious Misconduct, management will, within one (1) business day, forward the allegation/s and any other relevant documentation to the Employer's central office.

3.4 On receipt of the relevant documents, the Employer's central office, in conjunction with the relevant manager, will assess the allegation/s against the Discipline Assessment Checklist and the Employer's central office will determine that the matter be:

- (a)** taken no further; or

- (a) managed under the Unsatisfactory Performance stream or the Misconduct stream; or
 - (b) managed under the Serious Misconduct stream.
- 3.5** The Employer's central office is to review management's assessment within two (2) business days.
- 3.6** At the conclusion of the assessment process the Employer will provide the Employee with the documentation described in **sub-clause 7.1** of this Schedule for all misconduct and serious misconduct allegation/s, unless circumstances preclude this from occurring (for instance, criminal matters pursuant to **clause 11** of this Schedule). Where, in the view of the Employer, the documentation cannot be provided, the Employer shall seek an extension of time in accordance with **sub-clause 12.1** of this Schedule.
- 3.7** Where the Employer seeks to rely upon the provisions of **sub-clause 6.2(a), (b), (c) and/or (d)** of this Schedule, it can only do so if it has provided the documentation described in **sub-clause 7.1** of this Schedule. If circumstances preclude this from occurring, the Employer shall seek an extension of time in accordance with **sub-clause 12.1** of this Schedule.
- 3.8** Assessment of the appropriate stream under **sub-clause 3.2** and **sub-clause 3.4** of this Schedule shall be subject to the following considerations in relation to the allegation/s:

Unsatisfactory Performance stream

- (a) Minor behavioural issues are to be dealt with under the Unsatisfactory Performance stream where:
 - (i) remedial action under the Unsatisfactory Performance stream has not achieved its objectives, another type of remedial action should be tried before the matter is dealt with under the Misconduct stream;
 - (ii) the conduct is repeated during a course of action taken under the Unsatisfactory Performance stream (such as, for example, during a period of re-training), then the Employee should have the opportunity to complete the course of action, rather than referring the matter to the Misconduct stream.

Misconduct stream

- (b) Where there is an allegation/s of Misconduct, it is to be dealt with under the Misconduct stream where:
 - (i) remedial action has been completed for Unsatisfactory Performance within the previous six (6) months for conduct which is of the same or similar nature to the conduct which is the subject of the allegation/s; and/or
 - (ii) it is not reasonably practicable to remedy the Unsatisfactory Performance using remedial action under the Unsatisfactory Performance stream; and/or
 - (iii) the Unsatisfactory Performance may justify more than remedial action in that it may justify a formal warning.

Serious Misconduct stream

- (c) The Serious Misconduct stream deals with:

- (i) allegations that are so serious that they might justify the termination of the Employee's employment; and/or
- (ii) the Employee has already received a final warning for conduct of the same or similar nature to the conduct which is the subject of the allegation/s.

4. UNSATISFACTORY PERFORMANCE STREAM

4.1 The Unsatisfactory Performance stream has the following features:

- (a) the emphasis is on informality;
- (b) the aim is remedial action;
- (c) matters are to be handled quickly, the target for completion being within ten (10) business days of the allegation/s being notified to management;
- (d) fairness; and
- (e) documented outcomes.

5. MISCONDUCT STREAM

5.1 The Misconduct stream has the following features:

- (a) outcomes for the Employee may be more serious than in the Unsatisfactory Performance stream because a formal warning may be issued;
- (b) the aim is remedial action;
- (c) matters are to be handled without unnecessary delay, the target for completion being within one (1) month of the allegation/s being notified to management;
- (d) where the matters are not completed within three (3) months of the allegation/s being notified to management, then the Employer cannot apply a disciplinary outcome under **sub-clause 5.6** of this Schedule in relation to the allegation/s;
- (e) the three (3) month deadline in relation to such disciplinary outcomes does not apply where the deadlines have been extended in accordance with **sub-clause 12.1** of this Schedule;
- (f) procedural fairness; and
- (g) documented outcomes.

5.2 The Employer must provide information about the process of the Misconduct stream and a copy of the allegation/s including information being relied upon by the Employer to the Employee in writing.

5.3 Should privacy considerations prevent any part of the information being disclosed, the Employer is to provide the information with appropriate deletions.

5.4 The Employee must be provided with a reasonable opportunity to respond to the allegation/s, including:

- (a) a reasonable opportunity to consider the information relied upon by the Employer; and
- (b) a reasonable opportunity to present to the Employer evidence relevant to the allegation/s and/or evidence relevant to the Employee's circumstances.

5.5 Remedial action must be considered by the Employer prior to and/or in lieu of a disciplinary outcome under **sub-clause 5.6** of this Schedule and, where a

disciplinary outcome under **sub-clause 5.6** of this Schedule is applied, remedial action should also occur where appropriate.

- 5.6** Disciplinary outcomes that may be applied in the Misconduct stream are:
- (a)** formal counselling; and/or
 - (b)** a formal warning (which can be a final warning).
- 5.7** The process of the Misconduct stream is managed by the Employee's direct line manager, although where the Employee objects to that occurring, the Employer's central office shall determine whether or not it is appropriate for the Employee's direct line manager to manage the process.
- 5.8** If the first time action is taken in relation to an allegation/s or type of allegation/s under this Schedule, and that action is taken under the Misconduct stream, then the maximum disciplinary outcome that can be applied for the first time action is a warning that cannot be a final warning.

6. SERIOUS MISCONDUCT STREAM

- 6.1** There will be up to two (2) stages within the Serious Misconduct stream:
- (a)** review stage;
 - (b)** hearing stage including disciplinary outcome hearing.
- 6.2** At all stages of the Serious Misconduct stream:
- (a)** the Employee shall continue to work at his or her workplace unless the Employer considers that it is clearly inappropriate for that to occur; in which case the Employee shall be directed to work at a reasonable alternative location, carrying out reasonable alternative duties;
 - (b)** where it is clearly inappropriate for the Employee to work, or continue to work, at an alternative location carrying out reasonable alternative duties, the Employer may suspend the Employee with pay, subject to monthly review;
 - (c)** as an alternative to suspension with pay, the Employer may direct the Employee to take accrued leave; such direction to be reviewed if the period of the leave extends to five (5) weeks and then subject to weekly review;
 - (d)** the Employer shall not suspend the Employee without pay other than as permitted under the *Public Administration Act 2004* (Vic) and the relevant Regulations, and/or any successor legislation. If an Employee is suspended without pay then they can apply to the Employer to undertake other employment and approval will not be unreasonably withheld;
 - (e)** where the Employee is directed to take accrued leave, and the disciplinary outcome applied is not termination of the Employee's employment, then the leave taken shall be re-credited to the Employee;
 - (f)** where the Employee is suspended without pay, and the disciplinary outcome applied is not termination of the Employee's employment, then the Employee shall be paid for the period of suspension without pay.

7. PROVIDING ALLEGATION/S AND INFORMATION TO THE EMPLOYEE: SERIOUS MISCONDUCT STREAM

- 7.1** At the beginning of the review stage, within one (1) business day of the Employer's central office making the assessment, the Employee will be provided with:
- (a)** a copy of the allegation/s; and

- (b) a copy of the information on which the Employer has based its decision to proceed; and
- (c) a statement that the allegation/s will be managed under the Serious Misconduct stream; and
- (a) a copy of this Schedule.

8. REVIEW STAGE: SERIOUS MISCONDUCT STREAM

8.1 The Employer shall appoint a Reviewer, whose overriding purpose is to ascertain and present a fair and balanced version of the evidence in relation to the allegation/s, and whose functions are to:

- (a) take steps that will usually include:
 - (i) collecting relevant documents;
 - (ii) speaking to witnesses;
 - (iii) critically analysing material;
 - (iv) presenting the Employee with relevant information;
 - (v) asking the Employee for an explanation of the relevant conduct; and
 - (vi) verifying the explanation, if an explanation is provided;
- (b) carefully and critically examine:
 - (i) the allegation/s made; and
 - (ii) the Employee's explanation, if an explanation is provided;
- (c) ascertain and collate any evidence that is in support of the allegation/s being proven and any evidence that is against the allegation/s being proven; and
- (d) present evidence to the Hearing Officer by way of a report; and
- (e) the reviewer shall make a recommendation as to whether the allegation/s are substantiated.

8.2 In determining an appropriate Reviewer, the Employer shall consider:

- (a) ensuring fairness to the Employee;
- (b) a person's ability and availability to perform the functions of the Reviewer; and
- (c) the nature of the allegation/s.

8.3 Both the Employer and the Employee are to take reasonable steps to co-operate with the Reviewer and to not cause delay. Such cooperation is subject to the Employee's entitlement to refuse to answer questions.

8.4 It is intended that the Reviewer should normally be able to complete the review and report within four (4) weeks.

8.5 Following receipt of the Reviewer's report, management will provide the Employer's central office with a copy of the Reviewer's report as soon as practicable.

8.6 The Employee will be provided with a copy of the report and a copy of any evidence contained in the report upon which the Employer intends to rely, as soon as practicable.

8.7 The Employee will be given an opportunity to provide any additional information that is relevant to the key elements of the allegation/s within five (5) clear business days of the receipt of that evidence. Any additional information received will be recorded as an addendum to the report. The provision of additional information by an Employee will be an exception to the normal disciplinary process.

9. HEARING STAGE: SERIOUS MISCONDUCT STREAM

9.1 The Employer is unable to progress to a hearing unless there is a recommendation that the allegation/s are to be substantiated. Prior to the commencement of the hearing stage, the Employer shall appoint a Hearing Officer whose functions are to act independently in determining:

- (a) the facts of the matter being heard; and
- (b) whether or not Serious Misconduct has occurred in light of these facts; and
- (c) if the Reviewer's recommendation should be confirmed; and
- (d) where Serious Misconduct is found to have occurred, the disciplinary outcome to be applied.

9.2 In determining an appropriate Hearing Officer, the Employer shall ensure fairness to the Employee.

9.3 In hearing the matter in the hearing stage, the Hearing Officer:

- (a) will undertake an active inquisitorial role in determining the facts of the matter;
- (b) will consider the evidence provided by the Reviewer;
- (c) will provide the Employee with an opportunity to provide further evidence and/or address the Hearing Officer orally and/or in writing;
- (d) shall avoid the presentation of other oral evidence if possible;
- (e) may direct attendance before the Hearing Officer in instances where the witness is another Employee, or may request attendance in instances where the witness is not another Employee;
- (f) may determine that evidence be given in person, where there is a direct conflict in evidence between two individuals on a key matter;
- (g) can determine all matters concerning the asking of questions, including determining the conduct and format of any questioning. In doing so the Hearing Officer will ensure a fair hearing to the Employee;
- (h) may write to witnesses and either direct (in the case where the witness is another Employee) or request (in the case of any other witness) a written response, subject to providing copies of such letters and responses to the Employee, who shall have a right of reply;
- (i) may consider any request by the Employee that the Hearing Officer direct another Employee to attend in person before the Hearing Officer;
- (j) may hear oral evidence by telephone or video conference;
- (k) is not bound by the rules of evidence and may inform him or herself by whatever means he or she sees fit, providing that any information obtained and considered by the Hearing Officer must also be provided to the Employee;
- (l) shall apply the rules of natural justice;

- (m) may not draw an inference, where the Employee provides no answer or explanation in relation to an allegation/s;
- (n) may only hear an allegation/s of Serious Misconduct; and
- (a) must provide written reasons for any decision.

9.4 The onus of proving the allegation/s is on the Employer and the prima facie position is that the Employee is innocent. For an allegation/s to be proven, the Hearing Officer must be satisfied on the balance of probabilities in accordance with the principles set out in *Briginshaw*, that the Serious Misconduct took place, bearing in mind the seriousness of the allegation/s, the inherent likelihood or unlikelihood of the facts in issue and the gravity of the consequences flowing from any finding, and the more serious the consequence/s the greater the burden of proof.

9.5

10. DISCIPLINARY OUTCOME HEARING: SERIOUS MISCONDUCT STREAM

10.1 At any time during the process of the Serious Misconduct stream, the Employer may propose a disciplinary outcome to the Employee which, if the Employee accepts the proposed disciplinary outcome, shall be the disciplinary outcome applied by the Employer.

10.2 The hearing and outcome hearing are to be heard in the same process. The Hearing Officer is obliged to hear the evidence of the case prior to conducting the disciplinary outcome hearing. Rules of natural justice are to apply to this process including the ability for the employee to seek advice from their representative after the conclusion of the evidentiary case and prior to the commencement of the disciplinary outcome hearing.

- (a) If the Hearing Officer confirms the recommendation of the Reviewer the disciplinary outcome is to be heard at the same time as the hearing.
- (b) The Employer and the Employee may propose a disciplinary outcome that is to apply if the Reviewer's recommendation is confirmed. This submission is made without prejudice on behalf of the Employee and should not be seen as an admission of guilt.
- (c) The Employee and the Employer may present evidence and make submissions, orally and/or in writing, in relation to a disciplinary outcome at the disciplinary outcome hearing.

10.3 Disciplinary outcomes that may follow a decision by the Hearing Officer that an allegation/s is proven are:

- (a) formal counselling or other remedial action; and/or
- (b) reassignment from one area of employment to another; and/or
- (c) a formal warning (which can be a final warning); or
- (d) termination of employment (in the clearest of cases).

10.4 When considering an appropriate disciplinary outcome following a finding of Serious Misconduct, the Hearing Officer is to take into account all of the relevant circumstances, including, but not limited to:

- (a) the Employee's length of service;
- (b) the Employee's disciplinary and performance record;
- (c) any mitigating circumstances;

- (d) any relevant delay;
 - (e) any admissions;
 - (f) any evidence of remorse;
 - (a) the social, financial and personal effect of the disciplinary outcome on the Employee; and
 - (b) any other relevant matters.
- 10.5** It is a desirable goal for a matter being dealt with under the Serious Misconduct stream, to be completed within two (2) weeks following the completion of the review stage.
- 10.6** It is estimated that, in most cases, the hearing stage shall be completed in less than one day.
- 10.7** At any stage after receiving the report from the Reviewer, the Hearing Officer may recommend to the Employer that the Employee be suspended or that a suspension be lifted.
- 11. CRIMINAL MATTERS**
- 11.1** Where the Employee is known by the Employer to be under police investigation in relation to an alleged criminal offence, an allegation/s of Serious Misconduct may be made against the Employee in relation to the subject matter under police investigation.
- 11.2** Where a matter under police investigation is the subject of an allegation/s under the Serious Misconduct stream, the Employee retains the right to silence in relation to any such allegation/s.
- 11.3** Where the Employee's employment is terminated following a finding under the Serious Misconduct stream associated with a matter under police investigation, and the Employee files an application for relief in the Fair Work Commission, then the Employer will, at the Employee's request:
- (a) consent to the progress of the application for relief being adjourned, and where necessary, assist in ensuring the matter is adjourned, until finalisation, meaning either:
 - (i) charges (and any relevant appeals) in respect of the criminal matters have been determined; or
 - (ii) the person with authority to determine whether or not to prosecute any relevant charge indicates that charges will not be laid against the Employee concerning the matter under police investigation.
- 11.4** An alleged criminal offence can only be the subject of an allegation/s under the Misconduct or Serious Misconduct streams where the matter relates directly to the Employee's employment or results in a term of imprisonment precluding the Employee from undertaking their duties for the Employer.
- 12. TIMEFRAMES**
- 12.1** Any timeframe prescribed in this Schedule may be extended by agreement between the Employee and the Employer, and such agreement shall not be unreasonably withheld.
- 12.2** Where a timeframe is extended and this Schedule provides for a deadline, the deadline would also be extended.

13. REPRESENTATION

- 13.1** Employees involved in the disciplinary process are entitled to representation and/or support, which may include union representation and/or support at any stage of the disciplinary process.
- 13.2** Managers involved in the disciplinary process are entitled to representation and/or support at any stage of the disciplinary process.
- 13.3** Where a party seeks to be represented in the disciplinary process, that party shall provide reasonable notice to the other party of their representation.

14. MOVEMENT FROM ONE STREAM TO ANOTHER

- 14.1** A matter that is assessed as one that is appropriate for a particular stream may be dealt with under another stream where the Employer later determines that it would be more appropriately dealt with under that other stream.
- 14.2** Subject to the Employee being provide procedural fairness there is no requirement that the Employer re-commence the process from the start. In this circumstance the employer is required to provide written particulars for their decision.

15. OPPORTUNITY TO ADMIT ALLEGATION/S

- 15.1** At any time during the disciplinary process, an Employee may make a full or partial admission of any allegation/s made against them.
- 15.2** An admission must be made in writing.
- 15.3** In respect to the Serious Misconduct stream, an Employee may, at any time prior to the disciplinary outcome hearing, make an admission, or partial admission and/or propose a disciplinary outcome on a without prejudice basis. Submissions to disciplinary outcome are also made on a without prejudice basis. The fact that an Employee has provided a submission in relation to a disciplinary outcome cannot be used by the Employer [in a prejudicial manner], if a review of the outcome is sought in accordance with **clause 17** of this Schedule. The Employer may either accept or reject the Employee's proposed disciplinary outcome. Where a disciplinary outcome is agreed between the Employer and Employee under this Schedule, the process shall then end and not proceed to a disciplinary outcome hearing.
- 15.4** In respect to the Serious Misconduct stream, any allegation/s admitted:
 - (a)** in full, will be referred to a disciplinary outcome hearing, and/or
 - (b)** in part and accepted by the Employer, will be referred to a disciplinary outcome hearing,
 - (c)** except where subject to agreement under **sub-clause 15.3** of this Schedule above.

16. CONTACT WITH OTHER EMPLOYEES

- 16.1** The prima facie position is that Employees can speak to other Employees about an allegation/s.
- 16.2** The Employee can only be directed by the Employer not to:
 - (a)** speak to specified Employees if there is a valid reason for making such a direction, such as a history or real and substantial risk of harassment, bullying or assault; and/or
 - (b)** make written contact with specified Employees where there is a compelling and valid reason not to make that written contact.

17. REVIEW OF DECISIONS

- 17.1** Where allegation/s under this Schedule are proven and remedial or disciplinary action of any kind are applied against the Employee, the Employee may use the Disputes Settlement Procedures under this Agreement to seek a review of findings or outcomes.
- 17.2** Where the Employee's employment is terminated, the Employee may apply for relief at the Fair Work Commission, but may not use the Disputes Settlement Procedures under this Agreement to seek a review of the findings or of the termination of the Employee's employment.

SCHEDULE D ALLOWANCES FOR LOCATION AND RELOCATION

1. PRELIMINARY

- 1.1** Subject to and in accordance with this clause, Employees shall be granted allowances for travelling and personal expenses.
- 1.2** Allowances for personal expenses shall, except where otherwise stated, be in addition to the cost of conveyance.

2. LOCATION EXPENSES

- 2.1** Where an Employee is reasonably required as a result of appointment, promotion, transfer as the case may be, to reside at a new location and, being unable to obtain a suitable residence at such location, reasonably incurs additional expenditure in respect of meals and accommodation, the Employer may authorise the payment of:
- (a)** in the case of an Employee with a substantially dependent spouse or substantially dependent children who (not being accompanied to the new location by such dependents) continues to maintain a residence at the previous location:
- (i)** the actual cost of meals and accommodation or, as the case may be, board and lodging (up to a maximum rate per week of \$291.77 from PPOOA 1 December 2012, then \$299.06 from PPOOA 1 December 2013, then \$306.54 from PPOOA 1 December 2014 and then \$314.20 from PPOOA 1 December 2015 in respect of the initial period of three weeks;
 - (ii)** the amount by which the actual cost of such items exceeds per week \$68.80 from PPOOA 1 December 2012, then \$70.52 from PPOOA 1 December 2013, then \$72.28 from PPOOA 1 December 2014 and then \$74.09 from PPOOA 1 December 2015 (up to a maximum rate of \$225.57 from PPOOA 1 December 2012, then \$231.21 from PPOOA 1 December 2013, then \$236.99 from PPOOA 1 December 2014 and then \$242.23 from PPOOA 1 December 2015) in respect of the following period of ten weeks;
 - (iii)** the actual cost of laundry and incidental expenses (up to a maximum rate of \$33.28 from PPOOA 1 December 2012, then \$34.11 from PPOOA 1 December 2013, then \$34.97 from PPOOA 1 December 2014 and then \$35.84 from PPOOA 1 December 2015; and
 - (iv)** travelling costs at the rate specified in this Agreement respect of the use of a private vehicle of such Employee in visiting such dependents once a month; or
- (b)** in the case of an Employee without such dependents or who having such dependents does not maintain a residence at the previous location (not being in either case an Employee who rented furnished accommodation or obtained full board at the previous location), the amount by which the actual cost of meals and accommodation or, as the case may be, board and lodging (for a maximum period of 13 weeks) exceeds that amount appropriate to the salary or wage rate and dependents of such Employee as shown in the table below excepting that the amount payable shall not exceed per week \$224.94 from PPOOA December 2012, then \$230.56 from PPOOA 1 December 2013, then \$236.32 from PPOOA 1 December 2014 and then \$242.23 from PPOOA 1 December 2015 in the case of an Employee with such dependents and \$149.80 from PPOOA 1 December 2012, then

\$153.55 from PPOOA 1 December 2013, then \$157.39 from PPOOA 1 December 2014 and the \$161.32 from PPOOA 1 December 2015 in the case of an Employee without such dependents.

Table

Location expenses - Employee contributions

Salary	Employee	Child Spouse Rate	Dependant and 8 years and over	Under 8 years
\$/year	\$/week	\$/week	\$/week	\$/week
Under \$18,217	101	153	Note 1	Note 2
\$18,218 – \$21,009	112	170	Note 1	Note 2
\$21,010 – \$24,064	124	188	Note 1	Note 2
\$24,065 – \$26,910	131	199	Note 1	Note 2
\$26,911 – \$29,905	137	208	Note 1	Note 2
\$29,906 – \$33,117	146	222	Note 1	Note 2
\$33,118 – \$36,328	153	231	Note 1	Note 2
\$36,329 – \$40,039	163	246	Note 1	Note 2
\$40,040 – \$43,749	172	260	Note 1	Note 2
\$43,750 – \$48,319	178	271	Note 1	Note 2
\$48,320 – \$52,887	184	279	Note 1	Note 2
\$52,888 – \$59,782	194	292	Note 1	Note 2
\$59,783 – \$66,677	200	304	Note 1	Note 2
\$66,677 and above	215	324	Note 1	Note 2

Note 1: 6% of the Employee and Spouse Rate for a dependent child 8 years and under.

Note 2: 2:4% of the Employee and Spouse Rate for a dependent child under 8 years.

2.2 Any Employee who but for this sub-clause would be eligible to receive any payment provided for above and whose spouse (whether an Employee or not) receives or is eligible to receive any allowance or reimbursement of expenses in

the nature of such payment shall be paid such allowance or allowances as the Employer may authorise.

- 2.3** Where an Employee under the age of 21 years with no substantially dependent spouse or substantially dependent children is reasonably required as a result of appointment, promotion, transfer as the case may be, to live away from home and to pay a weekly amount for board and lodging which exceeds one-third of the weekly equivalent of the salary or wage rate of such Employee, the Employer may (where such allowance will exceed \$0.84 from PPOOA 1 December 2012, then \$0.86 from PPOOA 1 December 2013, then \$0.88 from PPOOA 1 December 2014 and then \$0.91 from PPOOA 1 December 2015) authorise payment of an allowance equivalent to one-half of such excess calculated to the nearest ten cents (any amount in excess of five cents being taken to the nearest ten cents above).
- 2.4** Notwithstanding anything else in this Clause where an Employee is eligible to receive an allowance and the Employer is of the opinion that special circumstances exist, the Employer may authorise the payment of such additional amount as deemed appropriate.

3. EXPENSES ASSOCIATED WITH RELOCATION - GENERAL PROVISIONS

Where the Employer considers that it is reasonable and necessary for an Employee to move residence as a result of a relocation from one work station to another, and relocation arises either as a result of a promotion or transfer to a vacancy advertised in the VPS Public Service Notices, or as a result of the Employer's direction, not being for disciplinary reasons, the Employee shall be reimbursed:

- (a)** the actual reasonable and necessary costs of conveyance of such Employee and his or her substantially dependent spouse or substantially dependent children;
- (b)** the actual reasonable and necessary costs of conveyance of furniture and personal effects, including the cost of comprehensive insurance cover for such furniture and effects whilst in transit, up to a maximum cover amount of \$76,124 from the PPOOA 1 December 2012, then \$78,027 from PPOOA 1 December 2013, then \$79,977 from PPOOA 1 December 2014 and then \$81,977 from PPOOA 1 December 2015.
- (c)** provided that where the spouse of the Employee receives or is entitled to receive some form of an allowance in relation to the conveyance and accommodation of their children or the removal of personal effects, the Employee shall be reimbursed a reduced amount as approved by the Employer.
- (d)** where the Employer is satisfied that an Employee, who is eligible to receive reimbursement under **sub-clause 3(a)** of this Schedule, has suffered loss through accelerated depreciation and extra wear and tear on furniture and effects and/or has incurred cost in replacing or altering carpets, linoleum, curtains and blinds as a result of removal:
- (i)** an amount equivalent to \$469.50 from PPOOA 1 December 2012, then \$481.24 from PPOOA 1 December 2013, then \$493.27 from PPOOA 1 December 2014 and then \$505.60 from PPOOA 1 December 2015; or
- (ii)** an amount equivalent to \$998.04 from PPOOA 1 December 2012, then \$1,022.99 from PPOOA 1 December 2013, then \$1,048.57 from PPOOA 1 December 2014 and then \$1,074.78 from PPOOA 1

December 2015 where the Employee has a substantially dependent spouse or substantially dependent children:

Provided that where the spouse of the Employee receives or is entitled to receive some form of allowance for losses or costs as described in **sub paragraphs (a), (b) and (c)** of this sub-clause the Employee shall be reimbursed a reduced amount for such losses or costs as approved by the Employer.

- (e) The following costs subject to the provisions of **clause 4** of this Schedule associated with:
- (i) sale of the residence in which the Employee ordinarily resided immediately prior to notification in writing of the promotion or transfer of such Employee to another station;
 - professional costs and disbursements paid to a solicitor,
 - the commission paid to an estate agent, or reasonable advertising charges where no agent is engaged;
 - other reasonable costs (including stamp duty and registration fees on discharge of mortgages); and
 - (ii) purchase of a residence for the permanent occupation of such Employee at the new location
 - professional costs and disbursements paid to a solicitor,
 - other reasonable costs (including stamp duty and registration fees on the transfer and any mortgages, valuation fees but not a procurator fee associated with a mortgage).

4. SALE AND PURCHASE OF RESIDENCES

Reimbursement under **sub-clause 3(d)** of this Schedule shall be subject to the production of evidence of the transactions which is satisfactory to the Employer that all amounts are necessarily based on the relevant authorised scale of fees up to a maximum reimbursement of the fees specified for:

- (a) the sale and purchase of properties at prices not in excess of \$262,859 from PPOOA 1 December 2012, then \$269,431 from PPOOA 1 December 2013, then \$276,166 from PPOOA 1 December 2014 and then \$283,071 from PPOOA 1 December 2015 (excluding the value of chattels) in each case; and
- (b) a first mortgage not in excess of \$136,367 from the PPOOA 1 December 2012, then \$139,776 from PPOOA 1 December 2013, then \$143,271 from PPOOA 1 December 2014 and then \$146,852 from PPOOA 1 December 2015

Provided that, unless the Employer is of the opinion that special circumstances exist:

- (i) the Employee sells the residence at the former station of such Employee within the period commencing on the day on which the Employee received notification in writing of the transfer to another station and ending on the day two years after the day on which such Employee commenced duty at the new station, or sells such a residence after the expiration of that period pursuant to a contract of sale entered into within that period; and

- (ii) in respect of costs associated with the purchase of a residence, the Employee has become entitled to reimbursement of costs in accordance with **sub-clause 3(d)(i)** of this Schedule and has within the period commencing on the day on which such Employee received notification in writing of the transfer to another station and ending on the day four years after the day on which the Employee commenced duty at the new station:
 - (A) become the owner of a residence at the new station and that residence has become the residence in which such Employee ordinarily resides; or
 - (B) entered into a contract within the period to purchase a residence at the new station with the intention to reside ordinarily in the residence and, after the expiration of the period, becomes the owner of the residence; and
- (iii) where an Employee, being an Employee who would, upon purchasing a residence, be entitled to reimbursement of costs under **sub-clause 3(d)(ii)** of this Schedule and who has not so purchased a residence, is promoted or transferred from his new station to another before the expiration of the relevant period for purchase applicable to the first-mentioned station, the relevant period for purchase in relation to the second-mentioned station shall commence on the day on which the relevant period for purchase in relation to the first-mentioned station commenced and shall be extended by a period equal to the period commencing on that day and ending on the day on which the Employee commenced duty in the second-mentioned station; and
- (iv) where an Employee, being an Employee who did not, immediately before being notified of his or her promotion or transfer to the new station, ordinarily reside in a residence owned by such Employee, before that date:
 - (A) contracted to purchase a residence in which such Employee intended to reside or,
 - (B) contracted to build a residence, or commenced to build a residence, being a residence in which such Employee intended to reside:

then **sub-clause 3(d)(i)** of this Schedule applies in relation to that Employee as if such Employee owned that residence and had been ordinarily residing in it immediately before being notified of his or her promotion or transfer to the new station; and
- (v) where an Employee who is entitled to reimbursement of costs in accordance with **sub-clause 3(d)(i)** of this Schedule:
 - (A) has, before the expiration of the relevant period for purchase, contracted to build a residence in which such Employee intends to reside on land at his or her new station of which he or she has become the owner; or
 - (B) commences, before the expiration of the relevant period for purchase, to build a residence in which such Employee intends to reside on land at his or her new station of which he or she has become the owner; or
 - (C) becomes, or is to become, under the terms of a contract entered into by such Employee before expiration of the relevant period

for purchase, the owner of the land at the new station on which a residence in which he or she intends to reside is to be erected-

then the Employee shall, on the erection of the residence, for the purpose of this determination be deemed to have purchased, or to have contracted to purchase, the residence; and

- (vi) where the Employee is promoted or transferred to a station:
 - (A) and is required to occupy a residence of the Employer; or,
 - (B) for a specified term on the basis that at the conclusion of that term such Employee will be further promoted or transferred or to another station

then the Employee may at the time of commencing duty at the first-mentioned station inform the Employer in writing that he or she elects either:

- (1) to defer entitlements under **sub-clause 3(d)(ii)** of this Schedule; or
- (11) to defer entitlements under **sub-clause 3(d)** of this Schedule,

and where such Employee so elects then the relevant period for purchase or the relevant periods for sale and for purchase, as the case may be, shall commence on the day on which the Employee is no longer required to occupy a residence of the Employer, or is promoted or transferred to another station but not for a specified term or is no longer subject to promotion or transfer for a specific term, as the case may be, and

- (vii) where an Employee who, having been promoted or transferred to a new station, contracts to sell his or her residence at his or her former station subsequent to notification in writing of such promotion or transfer back to that station, then no reimbursement shall be made in respect of costs associated with the sale of that residence.

5. REMOVAL EXPENSES

A person who, in consequence of an appointment to the public service, necessarily incurs expenditure on his or her conveyance and on the conveyance of his or her substantial dependent spouse or substantially dependent children or of furniture and effects from his or her place of residence to another in Victoria shall:

- (a) Where the appointee is resident or overseas, be entitled to:
 - (i) payment of economy class air fare for the appointee, his or her substantially dependent spouse or substantially dependent children;
 - (ii) payment of an allowance determined by the Employer up to a maximum of amount \$10,647 from PPOOA 1 December 2012, then \$10,913 from PPOOA 1 December 2013, then \$11,186 from PPOOA 1 December 2014 and then \$11,465 from PPOOA 1 December 2015 per annum for removal of effects; and
 - (iii) in the case of an appointee with a substantially dependent spouse or substantially dependent children, payment of the allowances prescribed in subclause 2 as compensation for temporary accommodation expenses; or

- (b)** Where the appointee is resident in Australia be entitled to:
- (i)** payment of economy class air fare or first class rail fare for the appointee, his or her substantially dependent spouse or substantially dependent children, or, if the appointee uses his or her private motor vehicle, a care mileage allowance as prescribed in this Agreement plus the actual reasonable accommodation and meal costs incurred whilst travelling;
 - (ii)** reimbursement of the actual expenses reasonably and necessarily incurred for the removal of furniture and effects, including the cost of comprehensive insurance cover for such furniture and effects whilst in transit up to maximum cover of amount \$77,462 from PPOOA 1 December 2012, then \$79,399 from PPOOA 1 December 2013, then \$81,384 from PPOOA 1 December 2014 and then \$83,418 from PPOOA 1 December 2015 per annum up to the maximum amount specified in **Table 5**;
 - (iii)** in the case of an appointee with a substantially dependent spouse or substantially dependent children, payment of the accommodation expenses prescribed in **clause 2** of this Schedule as compensation for temporary accommodation expenses:

Provided that any appointee whose spouse (whether an on going Employee or Employee or not) receives or is eligible to receive any allowance or reimbursement of expenses in the nature of any payment provided for in this subclause shall be paid such allowance or allowances as the Employer may authorise:

Provided further that the Employer may, if satisfied that special circumstances exist, authorise the reimbursement of part or all of the expenses actually incurred by such person for the removal of furniture and effects (including the cost of comprehensive insurance cover for such furniture and effects whilst in transit) which are in excess of the amount reimbursable pursuant to **paragraphs (a) and (b)** in this sub-clause.

Table 5

Relocation From	Maximum Reimbursement
Elsewhere in Victoria	\$4,237 from PPOOA 1 December 2012, then \$4,343 from PPOOA 1 December 2013, then \$4,452 from PPOOA 1 December 2014 and then \$4,563 from PPOOA the 1 December 2015 per annum
New South Wales, South Australia and Australian Capital Territory	\$6,380 from PPOOA 1 December 2012, then \$6,539 from PPOOA 1 December 2013, then \$6,703 from PPOOA 1 December 2014 and then \$6,870 from PPOOA 1 December 2015 per annum.
Queensland, Tasmania, Western Australia and Northern Territory	\$8,560 from PPOOA 1 December 2012, then \$8,774 from PPOOA 1 December 2013, then \$8,993 from PPOOA 1 December 2014 and then \$9,218 from PPOOA 1 December 2015 per annum

6. FULL-TIME STUDY IN AUSTRALIA

An on going Employee, who is granted special extended leave on full pay to pursue an approved course of post-graduate study at a University or institution in Australia that requires residence at a new location for the duration of the course, shall be entitled to the following:

- (a) payment of economy class fare or first class rail fare for the on going Employee, his or her substantially dependent spouse or substantially dependent children or, if the on going Employee uses his or her private motor vehicle, a distance rates allowance as prescribed this Agreement plus the actual reasonable accommodation and meals costs incurred whilst travelling to and from the new location at the commencement and completion of the course respectively;
- (b) reimbursement of the actual reasonable and necessary costs of conveyance of the furniture and personal effects of such on going Employee, including the cost of comprehensive insurance cover for such furniture and effects up to a maximum cover of per annum of \$78,408 from PPOOA 1 December 2012, then \$80,369 from PPOOA 1 December 2013, then \$82,378 from PPOOA 1 December 2014 and then \$84,437 from PPOOA the 1 December 2015 whilst in transit to and from the new location at the commencement and completion of the course respectively;

Provided that where the spouse of the on going Employee receives or is entitled to receive some form of allowance in relation to the conveyance and accommodation of their children or the removal of personal effects, the on going Employee shall be reimbursed a reduced amount as authorised by the Employer;

- (c) a settling-in allowance for the period of ten days commencing on his or her arrival at the new location at the rate per day of \$274.80 from PPOOA 1 December 2012, then \$281.67 from PPOOA 1 December 2013, then \$288.71 from PPOOA 1 December 2014 and then \$295.93 from the PPOOA 1 December 2015 for an on going Employee without a substantially dependent spouse or substantially dependent children or at twice such rate for an on going Employee accompanied by his or her substantially dependent spouse or substantially dependent children;
- (d) reimbursement of rent payable in excess of \$259.18 from PPOOA 1 December 2012, then \$265.66 from PPOOA 1 December 2013, then \$272.30 from PPOOA 1 December 2014 and then \$279.11 from PPOOA 1 December 2015 per week subject to a maximum reimbursement of \$257.54 from PPOOA 1 December 2012, then \$263.98 from PPOOA 1 December 2013, then \$270.58 from PPOOA 1 December 2014 and then \$277.34 from the PPOOA 1 December 2015 per week , provided that any on going Employee entitled to reimbursement of rent under this determination as in force immediately prior to 12 May 1991 shall, for the unexpired period of the course in question, be entitled to reimbursement at the rate then payable or at the rate thereafter payable, whichever is the higher;

Provided that, where an on going Employee who resides alone at the new location and continues to maintain a substantially dependent spouse or substantially dependent children at the previous location, such on going Employee shall in addition to amount payable under **paragraph (a)** of this sub-clause be entitled to reimbursement of:

- (i) the cost of board and lodging up to \$293.12 from PPOOA 1 December 2012, then \$300.45 from PPOOA 1 December 2013, then \$307.96

from PPOOA 1 December 2014 and then \$315.66 from PPOOA 1 December 2015 per week; and

- (ii) laundry and incidental expenses up to \$33.28 from PPOOA 1 December 2012, then \$34.11 from PPOOA 1 December 2013, then \$34.97 from PPOOA 1 December 2014 and then \$35.84 from PPOOA 1 December 2015 per week , in lieu of the entitlements conferred by **paragraphs (b), (c) and (d)** of this sub-clause.

7. FULL-TIME STUDY OUTSIDE AUSTRALIA

An on going Employee who is granted leave of absence with full pay to pursue a course of post-graduate study at a university or institution in a country other than Australia shall be paid:

- (a) the return economy class air fare to such country;
- (b) an allowance for the period of ten days commencing on his or her arrival in such country at the rate prescribed for such country by reference to the Commonwealth Government's rates for overseas allowances.
- (c) the amount (to a maximum rate of \$271.43 from PPOOA 1 December 2012, then \$278.22 from PPOOA 1 December 2013, then \$285.17 from PPOOA 1 December 2014 and then \$292.30 from PPOOA 1 December 2015 per week) by which the rent payable by such on going Employee on initial occupancy of accommodation in such country exceeds \$251.64 from PPOOA 1 December 2012, then \$257.93 from PPOOA 1 December 2013, then \$264.38 from PPOOA 1 December 2014 and then \$270.99 from PPOOA 1 December 2015 per week , provided that any on going Employee entitled to reimbursement of rent under this determination as in force immediately prior to 12 May 1991 shall, for the unexpired period of the course in question, be entitled to reimbursement at the rate then payable or at the rate thereafter payable, whichever is the higher; and
- (d) where the period of leave granted is equivalent to or greater than an academic year and is accompanied by his or her substantially dependent spouse or substantially dependent children:
 - (i) the return economy class air fare to such country for such spouse or children, as the case may require;
 - (ii) in respect of such spouse - an allowance equivalent to that provided for in **paragraph (b)** of this sub-clause;
 - (iii) in respect of such children - a total allowance equivalent to one half of that provided for in **paragraph (b)** of this sub-clause:

Provided that the Employer is satisfied that special circumstances exist in a particular case may in granting such leave impose such other less favourable terms and conditions as to travelling allowances and expenses as he/she thinks fit.

8. RELOCATION EXPENSES ON RETIREMENT

An on going Employee or Employee who during his or her period of service is required by his or her administrative unit to transfer from one station to another, and whose removal expenses for that transfer have been reimbursed under **clause 3** of this Schedule, shall be reimburses on retirement:

- (a) the actual reasonable and necessary costs of conveyance of the on going Employee and his or her substantially dependent spouse or substantially dependent children and of furniture and personal effects, if such on going

Employee or Employee elects to transfer from the second mentioned station to another selected location in the State of Victoria; or

- (b) the actual reasonable and necessary costs of conveyance of furniture and personal effects from a residence of an administrative unit in the second mentioned station to other accommodation at the same location:

Provided that:

- (i) the on going Employee or Employee has completed at least ten years service prior to retirement; and
- (ii) the application for reimbursement of costs is submitted prior to or on retirement.

9. RELOCATION EXPENSES ON DEATH

Where an on going Employee or Employee has been required by an administrative unit to transfer from one station to another (during the period of service of the on going Employee or Employee) and removal expenses for that transfer have been reimbursed under **clause 3** of this Schedule, the substantially dependent spouse or substantially dependent children of such on going Employee or Employee shall be reimbursed on the death of the on going Employee or Employee:

- (a) the actual reasonable costs of conveyance of such substantially dependent spouse or such substantially dependent children and of any personal effects if the substantially dependent spouse elects to transfer from the second mentioned station to another selected location in the State of Victoria; or
- (b) the actual reasonable and necessary costs of conveyance of furniture and personal effects of such substantially dependent spouse or such substantially dependent children from a residence of an administrative unit in the second mentioned station to other accommodation at the same locality:

Provided that:

- (a) the on going Employee or Employee had completed ten years service prior to his or her death; and
- (b) the application for reimbursement of costs is submitted within three months of the date of death of the on going Employee or Employee.

10. PROVISOS TO CLAUSE 8 AND CLAUSE 9 OF THIS SCHEDULE

Reimbursement under **clause 8** or **clause 9** of this Schedule shall be subject to the Employer being satisfied that:

- (a) the office or position was relocated on a specified date and the on going Employee or Employee was, at the time of appointment, promotion or transfer to the office or position, not advised that the office or position would be transferred to a new location;
- (b) the on going Employee occupied an office that was to be relocated and was promoted or transferred to another office that was to be relocated, and was so relocated; or
- (c) the on going Employee or Employee was required to reside at a new location in the usual course of promotion or transfer where relocation is regarded as a normal incident of employment, involving movement from time to time around the State, either for work experience purposes or to meet changes in the workload.

11. INTERVIEWS AND APPEALS

Where in the course of an appointment, promotion or transfer having been made to a position, an Employee is required to travel to support an application, provisional promotion or appeal (as the case may be) the Employer may authorise reimbursement to the Employee reasonable and necessary expenses incurred.

12. SPECIAL CIRCUMSTANCES

Where, in circumstances not provided for in this clause, an Employee, in the course of or arising out of his or her employment, incurs an expenditure which such Employee would not have incurred in ordinary circumstances, the Employer may grant an allowance to compensate for any such expenses reasonably and necessarily incurred.

SCHEDULE E REHABILITATION AND RETURN TO WORK

1. PURPOSE

1.1 The *Accident Compensation Act 1985 (Vic)* requires Employers with a certified remuneration in excess of \$1,000,000 to establish and maintain a Risk Management and Occupational Rehabilitation Program. The Risk Management and Occupational Rehabilitation Program provides the policy and basic procedures for rehabilitation/return to work. This Agreement supplements the Risk Management and Occupational Rehabilitation Program by providing additional detail regarding the practices that the Employer will adopt in meeting its occupational rehabilitation requirements.

1.2 This Agreement is to be read in conjunction with the Employer Risk Management and Occupational Rehabilitation Program displayed in all workplaces.

2. OBJECTIVES

The parties signing this Agreement accept and endorse the rehabilitation objectives of the *Accident Compensation Act 1985 (Vic)*, which include:

- to reduce the incidence of accidents and diseases in the workplace;
- to make provision for the effective occupational rehabilitation of injured Employees and their early return to work; and
- to increase the provision of suitable employment to Employees who are injured to enable their early return to work.

3. STATEMENT OF COMMITMENT

3.1 This is a joint HACSU Employer agreement to meet the requirements set out in the *Accident Compensation Act 1985 (Vic)* to develop a Risk Management and Occupational Rehabilitation Program.

The Employer will maintain a commitment to the rehabilitation and return to work of injured employees as an ongoing priority.

3.2 Fundamental to the success of the program is a commitment to consultation. This is best achieved through the involvement of all parties.

3.3 This joint HACSU Employer Agreement provides rehabilitation/return to work programs, which are managed fairly, equitably and are beneficial to both the injured Employee and the Employer.

3.4 In order to enhance the success of the Risk Management and Occupational Rehabilitation Program, the Employer will ensure that the following occurs:

- appropriate, ongoing training for all managers and rehabilitation coordinators to maximise rehabilitation/return to work outcomes; and
- the provision of information to Employees regarding their rights and obligations and processes they may be subject to as a part of the WorkCover system (see Clause 11: **WorkCover - Helping You Through the System** and Clause 12: **WorkCover - Your Rights and Obligations**).of this Schedule

3.5 The commitment to consultation will occur at all stages of the rehabilitation process.

3.6 HACSU fully supports and endorses the Risk Management and Occupational Rehabilitation Program and this Agreement and view their implementation in the workplace as critical to meeting the needs of injured Employees.

4. DISEASE/INJURY/NEAR MISS/ACCIDENT (DINMA) REPORTS

- 4.1** The Employer shall ensure that training is provided to supervisors and Employees in the use of DINMAs.
- 4.2** The early reporting of potential and/or actual occurrences regardless of whether an injury has been sustained, is a requirement of the Risk Management and Occupational Rehabilitation Program.
- 4.3** Supervisors will ensure that every incident resulting or potentially resulting in workplace injury or disease will be recorded on the DINMA form as soon as practicable.
- 4.4** Supervisors will investigate all DINMAs in consultation with workplace occupational health and safety representatives and ensure that appropriate action is undertaken and documented.
- 4.5** DINMAs, which may need early intervention to prevent or minimise time loss will be referred immediately to the rehabilitation coordinator.

5. CONFIDENTIALITY

- 5.1** All information obtained by the Employer's operational WorkCover personnel in relation to an injured Employee is confidential, and care must be exercised in the use of such information.
- 5.2** The rehabilitation coordinator will ensure that the trust relationship developed between him/herself and the injured Employee is not compromised. Confidential information obtained in the rehabilitation process will not be provided to claims administration/management Employees.
- 5.3** The *Accident Compensation Act 1985* (Vic) recognises that certain information will be provided to assist in the identification of suitable duties and a return to work at the earliest possible opportunity. Information relating to return to work capacity may need to be obtained from, or provided to the following parties to ensure that return to work opportunities are maximised:
- medical and paramedical practitioners;
 - line supervisors of pre-injury or alternate duties;
 - fellow Employees where the safety of the injured Employee or other Employees may be compromised; and
 - other personnel involved in return to work negotiations such as union representatives.
- 5.4** The Employer will ensure that confidential information pertaining to an injured Employee is secure at all times.

6. ACCIDENT COMPENSATION

- 6.1** Early intervention is the key to maintaining an injured Employee at work or returning them to suitable duties at the earliest possible time. In order to achieve this outcome, rehabilitation will commence within 2 working days of a claim being lodged, regardless of whether or not liability has been determined.
- 6.2** The claims administrator will ensure that the injured Employee is advised of options available with respect to salary continuity, that is, sick leave and recreation leave, and that he/she is kept informed of the progress of his/her claim. In the case where the injured Employee does not have access to leave credits, the claims administrator will refer the injured Employee to the Centrelink.

- 6.3** The Employer will ensure that once WorkCover liability has been accepted, the injured Employee will continue to be paid on the same day and in the same way as normal. Leave credits will be recredited and the Employee will be advised.
- 6.4** The Employer shall ensure that an injured Employee is formally advised in advance of any changes to their level of pay.

7. REHABILITATION

- 7.1** Rehabilitation coordinators will ensure that contact with an injured Employee occurs within 2 working days of being notified of the DINMA or claim.
- 7.2** Where time lost has exceeded 10 days, rehabilitation coordinators will ensure that the rehabilitation needs of the injured Employee are assessed and a Return to Work Plan is completed within a further 2 working days. In order to assess an injured Employee's rehabilitation needs contact with the treating medical or paramedical practitioner and line supervisor is essential. In developing the goals and actions of the Return to Work Plan, it is important that the injured Employee is involved. The union will also be involved where the injured Employee requests their involvement. Return to Work Plans and subsequent progress plans must be in writing.
- 7.3** The nature of the WorkCover system means that there are times when the claims management function conflicts with the rehabilitation function. To maintain the integrity of the rehabilitation process, the claims manager will be different to the rehabilitation coordinator except in certain circumstances, which shall be notified to the signatories of the Agreement. Further, the rehabilitation coordinator should not be involved in formal conciliation meetings where an entitlement to compensation is being disputed.
- The Employer shall take steps to ensure that the injured Employee's position is not compromised.
- 7.4** There are times when a conflict of interest (different to that specified above) and/or a personality clash may be considered to exist. Where such situations arise, arrangements will be made to ensure a change of rehabilitation coordinator occurs.
- 7.5** To ensure the best possible outcome for the injured Employee, rehabilitation must remain proactive. The rehabilitation coordinator will ensure regular communication with the injured Employee and where requested the union, line supervisor and treating medical and paramedical practitioners.

8. RETURN TO WORK

- 8.1.1** Injured Employees will have their return to work needs individually assessed and a Return to Work Plan developed. The Return to Work Plan will be negotiated between the Employee, the supervisor, the treating practitioner and the unions where the injured Employee requests their involvement. It will take into account the options available and any restrictions specified by the treating practitioner.
- 8.1.2** The Employer will ensure that an Employee with a work related injury is offered the most suitable ongoing position as soon as practicable.
- 8.1.3** The Employer will assist all injured Employees to return to work regardless of whether the injury is work related, with retraining available for Employees covered by the *Accident Compensation Act 1985* (Vic).
- 8.2** The Return to Work Plan will take into account the definition of suitable employment as contained in **S.5** of the *Accident Compensation Act 1985* (Vic) and the following:

- the need to build on the existing skills and abilities of the injured Employee;
- the restrictions as supplied by the treating health practitioner signing the certificate;
- the tasks undertaken in the substantive position;
- the risk of further injury to the Employee; and
- the constraints of the Employer and the workplace.

8.3 Once a set of duties has been agreed to, the Agreement will be documented and will include the following:

- the name of the injured Employee;
- a specific list of the duties to be performed;
- any recommendations of the injured Employee's treating health practitioners;
- the number of hours to be worked each day and if necessary, the days to be worked;
- the name of the workplace supervisor; and
- a start date, review date and end date.

The Return to Work Plan will be signed by the parties involved. A copy of the Return to Work Plan will be provided to the injured Employee, line supervisor and other parties involved in the return to work negotiation. Changes to the Return to Work Plan will not be made unless the Employee and treating health practitioner have been consulted.

8.4 Priority placement for the return to work of injured Employees is as follows:

- previous position (can be additional to staffing requirements);
- previous position, modified duties;
- similar position, within the program;
- similar position, modified duties within the program;
- alternate duties within the program within the region;
- alternate duties, modified duties within the program within the region;
- alternate duties position within the department;
- alternate duties position, modified duties within the department;
- alternate duties elsewhere within the department (upon agreement of the Employee) and if the Employee is covered by the *Accident Compensation Act 1985* (Vic) (as amended);
- retraining and /or alternate duties position within the department;
- retraining and /or alternate duties position, modified duties within the department; and
- retraining and/or alternative duties position within the VPS or elsewhere.

8.5 A Return to Work Plan for shift workers returning to roster will take into account the factors listed in **sub-clause 8.3** of this Schedule and the following:

- the capacity to perform the duties required on the shift;
- the level of risk that the client group presents;

- the availability of a suitable duties/position; and
- a clearance from the treating health practitioner to return to rostered duties.

It is recognised that in some instances, an injured Employee may not be able to return to their shift roster as a result of the above. However, through a proactive rehabilitation/return to work program the chances of returning the injured Employee to their substantive duties will be maximised.

- 8.6** All return to work programs will be regularly monitored, reviewed and progressed. It is important that the line supervisor objectively assess the capacity of the Employee on a return to work program and provide positive and constructive feedback. Where a return to work program is not succeeding, discussions regarding appropriate alternatives must be held between the rehabilitation coordinator, treating health practitioner and injured Employee.
- 8.7** The Employer will ensure that consultation with unions is maintained and that they are advised of return to work programs in relation to injured Employees who are members, where:
- the employment conditions or occupation of the injured Employees is altered; and
 - the working conditions or duties of other Employees are affected.
- 8.8** Where workplace modifications are recommended, they will be completed before the injured Employee commences that particular task. Workplace modifications refer to any new items of furniture or equipment required to reduce the risk of further injury or aggravation of the existing injury, and/or changes to work processes and routines.
- 8.9** In the event that medical advice indicates an eventual resumption of pre-injury duties is impossible or unlikely, the Employer will ensure that the following occurs:
- an assessment of the Employee's aptitude and capacity for other types of work with any reasonable retraining undertaken. Reasonable retraining is determined according to the capacity of the retraining to maximise the injured Employee's employment possibilities, in accordance with **VWA** guidelines; and
 - communication occurs with the injured Employee's substantive position supervisor and the divisional personnel branch and that any necessary action is taken including vocational assessment and return to work placement to link the injured Employee into systems that enhance the chance of obtaining an alternate position within the department; and
 - that demonstrated attempts are made to identify suitable vacant positions within the operations of Disability Services, the department or the VPS.
- 8.10** If an injured Employee is seeking alternate work because they cannot return to work in their home region, the home region will be responsible for seeking an alternate placement in another region using the departmental Guidelines on Inter-Divisional Placement and /or referral to an occupational rehabilitation provider. The home region will remain responsible until such time as the injured Employee has obtained a suitable position and/or is no longer entitled to any WorkCover benefit.
- 8.11** No Employee shall have their employment terminated for the reason that they have lodged a claim for compensation, are receiving WorkCover payments or are temporarily absent from work because of illness or injury.

8.12 Where an Employee cannot be returned to work in their pre-injury position, every effort shall be made to locate comparable suitable duties for the Employee.

9. ROLES

9.1 The Employer

The Employer is responsible for:

- ensuring local policies, guidelines and procedures are developed and implemented, consistent with this Agreement and in consultation with local union representatives;
- ensuring that suitable Employees are appointed/nominated as rehabilitation coordinators;
- ensuring that elements of the claims management function which may conflict with effective rehabilitation are kept separate. To achieve this, the claims manager shall be a different person to the rehabilitation coordinator. It is important that the Employer take steps to ensure that the injured Employee's position is not compromised;
- ensuring that rehabilitation coordinators, line supervisors and other Employees as appropriate, are trained and aware of the responsibilities associated with their roles;
- promoting a working environment which accepts and supports the return to work of injured Employees;
- ensuring occupational rehabilitation providers are selected according to the guidelines;
- ensuring that Employees suffering occupational injury or disease who cannot return to their original position are assisted to obtain another suitable position, commensurate with their skills and abilities;
- monitoring the performance of the supervisor, rehabilitation coordinator and the occupational rehabilitation provider;
- ensuring that rehabilitation coordinators provide relevant information to workplace occupational health and safety representatives and committees;
- ensuring speedy resolution of health and safety issues that impede a return to work placement; and
- ensuring proper consultative arrangements are established by way of agreement with local union representatives.

9.2 Rehabilitation Coordinators

The rehabilitation coordinator's role is one requiring sensitivity throughout the rehabilitation and return to work process. As their role involves access to confidential information it is vital that such information is maintained to ensure the integrity of the rehabilitation process and an outcome, which is satisfactory to all parties.

The rehabilitation coordinator is responsible for:

- establishing and maintaining contact with the injured Employee who is off work to encourage them to visit the workplace and actively participate in the development of the rehabilitation program;
- ensuring that rehabilitation and Return to Work Plans are developed in consultation with the injured Employee, treating health practitioners,

supervisor and a union representative in the case where the injured Employee gives their consent, and that these plans are formally documented and provided to all parties;

- ensuring consultation with a union representative where the Return to Work Plans may impact on other Employees who are members of the union occurs;
- ensuring that communication regarding rehabilitation and return to work is maintained between all parties;
- co-ordinating appropriate personnel and ensuring that they are involved in developing manageable return to work programs;
- in conjunction with appropriate personnel, monitoring and reviewing the return to work program;
- ensuring that the work group is briefed on any return to work plan;
- assisting in the selection and monitoring of occupational rehabilitation providers;
- liaising, where relevant, with other bodies such as the local occupational health and safety committee, other public sector rehabilitation coordinators and unions on rehabilitation matters; and
- assessing the value of rehabilitation involvement and cease active rehabilitation involvement where no progress is made. In ceasing active rehabilitation, the rehabilitation coordinator must ensure that appropriate contacts within and external to the department are established. Rehabilitation can be activated as appropriate.

9.3 Injured Employee

The injured Employee is responsible for:

- completing the Disease/Injury/Near Miss/Accident (**DINMA**) form and notifying the relevant line supervisor of any injury or illness at the earliest possible time;
- making an informed decision whether to accept or decline rehabilitation and any return to work offers;
- choosing treating health practitioners;
- where on partial hours and where possible, attending medical and other WorkCover appointments in non-work time to avoid disruption to the rehabilitation/return to work program;
- contributing to the development of the individual Return to Work Plan;
- actively participating in rehabilitation by attending appointments and by actively working towards the goals set out in the Return to Work Plan;
- notifying the relevant line supervisor and rehabilitation coordinator of any difficulties with a Return to Work Plan. The injured Employee has a legal right to immediately seek advice from their treating health professional/medical practitioner and union as appropriate;
- observing medical restrictions at all times in the workplace;
- submitting medical certificates on time to ensure continuity of payments; and

- submitting all accounts for payment (eg. doctors bills, other treating health practitioners bills, medication purchases etc.) to the WorkCover officer to ensure prompt payment.

9.4 Unions

HACSU has a valid involvement in the rehabilitation of its members. The union is responsible for:

- ensuring that the rights of their members are protected in the rehabilitation/return to work process, and that the program is in the best interests of the member;
- assisting in the return to work of the member to suitable work at the earliest possible time consistent with medical judgement and which is consistent with the provisions as contained in **s.55A** of the *Accident Compensation Act 1985* (Vic);
- assisting in overcoming any work related obstacles to the member's return to suitable work; and
- assisting in educating its members in the workforce of the objectives of occupational rehabilitation, and responsibilities of each of the relevant parties.

9.5 Occupational Health and Safety Committees

Workplace occupational health and safety committees provide an essential role in linking the health and safety programs within the Employer's facilities and the general principles of the rehabilitation/return to work program through:

- analysis of injury statistics to minimise the frequency and severity of injury and identify the key injury types; and
- developing prevention programs in response to the injury data.

10. RESPONSIBILITY FOR IMPLEMENTATION

10.1 The responsibility for implementation of the policy rests with the Employer at the appropriate local level.

10.2 The Employer and HACSU are parties to this Agreement.

10.3 Implementation of this Agreement will be monitored by the parties through the Rehabilitation and Return to Work Agreement Review Committee, which will meet annually.

The review committee will comprise:

- Senior Program Representatives;
- Central Organisational Health Unit Representatives; and
- HACSU.

The terms of reference for the Review Committee will be to review the Agreement.

11. WorkCover - Helping You Through the System

There are pamphlets available which explain the WorkCover process. The Work Health Units in both Head Office and in each region can assist with the processes and procedure and the supports available within the department.

If all the necessary information is provided by you on your Claim for Compensation form, the Work Health Unit is required to make a decision and

forward it to QBE Workers Compensation, the department's WorkCover agent within 10 working days of the date you lodged your claim with the Employer. QBE has 28 days from receipt of the claim to determine the status of your claim.

12. WorkCover - Your Rights and Obligations

12.1 Injured Employees' Rights

1. In all matters, injured Employees are entitled to fair and equitable treatment, regardless of whether they are employed on a permanent, temporary or casual basis.
2. To expect that all matters of a confidential nature will remain so.
3. To choose their own medical and paramedical practitioner.
4. To consult with various parties including the union, treating health practitioners/medical practitioners regarding their rights and the consequences of any actions taken.
5. To have their needs in relation to rehabilitation and return to work individually assessed with appropriate treatment and return to work plans implemented.
6. To ensure that any return to work is within the restrictions as specified on the certificate, is commensurate with the pre-injury position and that the necessary furniture and equipment is provided to enable the job to be undertaken safely.
7. To seek advice from their medical practitioner(s) regarding any difficulties being experienced with a return to work program, after advising their supervisor and rehabilitation coordinator.
8. To expect open, honest and regular communication from all parties.
9. To expect an interpreter to be provided where required.

12.2 Injured Employee's Obligations

1. To ensure that medical certificates or certificates of incapacity are presented every 28 days in order to ensure continuity of payments. (the first certificate is for no more than 14 days.)
2. To submit all accounts for payment to the WorkCover officer to ensure prompt payment of accounts.
3. To maintain open, honest and regular communication with all parties.
4. To actively participate in any treatment and/or rehabilitation/return to work program.
5. To carefully observe the duties, restrictions and hours on any partial and/or modified return to work program.
6. To notify the relevant line supervisor and rehabilitation coordinator, immediately any difficulties with a return to work program are experienced.
7. To attend any independent medical examination requested by the department's WorkCover agent.
8. To respond to any written request with an understanding of the consequences of any action taken. The Employer and union will be able to advise of the possible consequences of any action taken.

SCHEDULE F – SALARY AND ALLOWANCE RATES

SALARIES

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
DDSO 1	1	38,142	40,009	41,009	42,034	43,085
	2	38,626	40,505	41,518	42,556	43,620
	3	40,132	42,048	43,099	44,176	45,280
	4	40,802	42,735	43,803	44,898	46,020
	5	42,276	44,246	45,352	46,486	47,648
DDSO 1Q	1	42,677	44,657	45,773	46,917	48,090
	2	42,920	44,906	46,029	47,180	48,360
	3	44,807	46,840	48,011	49,211	50,441
	4	45,340	47,387	48,572	49,786	51,031
	5	46,902	48,988	50,213	51,468	52,755
DDSO 2	1	48,288	50,408	51,668	52,960	54,284
	2	48,677	50,807	52,077	53,379	54,713
	3	49,377	51,785	53,080	54,407	55,767
	4	50,331	52,763	54,082	55,434	56,820
DDSO 2A	1	46,063	48,128	49,331	50,564	51,828
	2	47,570	49,672	50,914	52,187	53,492
	3	49,748	52,166	53,470	54,807	56,177

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
	4	51,921	54,393	55,753	57,147	58,576
	5	54,095	56,621	58,037	59,488	60,975
	6	56,270	58,851	60,322	61,830	63,376
	7	58,451	61,086	62,613	64,178	65,782
	8	60,625	63,315	64,898	66,520	68,183
	9	62,186	64,915	66,538	68,201	69,906
DDSO 3	1	52,428	54,913	56,286	57,693	59,135
	2	52,428	54,913	56,286	57,693	59,135
	3	52,428	54,913	56,286	57,693	59,135
	4	53,535	56,047	57,448	58,884	60,356
	5	54,656	57,196	58,626	60,092	61,594
	6	55,601	58,165	59,619	61,109	62,637
	7	57,917	60,539	62,052	63,603	65,193
DDSO 3A	1	63,724	66,491	68,153	69,857	71,603
	2	64,251	67,292	68,974	70,698	72,465
	3	65,701	68,779	70,498	72,260	74,067
	4	67,152	70,266	72,023	73,824	75,670
	5	68,810	71,965	73,764	75,608	77,498
DDSO 4	1	70,555	73,754	75,598	77,488	79,425
	2	71,507	74,730	76,598	78,513	80,476

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
	3	73,137	76,400	78,310	80,268	82,275
	4	74,765	78,330	80,288	82,295	84,352
	5	76,535	80,144	82,148	84,202	86,307
DDSO 5	1	83,139	86,913	89,086	91,313	93,596
	2	84,211	88,012	90,212	92,467	94,779
DDSO 6	NA	89,983	93,929	96,277	98,684	101,151
DDSO 7	NA	96,418	100,524	103,037	105,613	108,253
DDSO 8	NA	103,777	108,067	110,769	113,538	116,376
DDSO 9	NA	114,814	119,380	122,365	125,424	128,560
TA 1 Trades Assistant Level 1	1	39,713	41,619	42,659	43,725	44,818
	2	40,520	42,446	43,507	44,595	45,710
	3	41,334	43,280	44,362	45,471	46,608
	4	42,472	44,447	45,558	46,697	47,864
	5	43,145	45,137	46,265	47,422	48,608
TA 2 Tradesperson Level 2	1	44,037	46,051	47,202	48,382	49,592
	2	45,571	47,623	48,814	50,034	51,285
	3	47,104	49,195	50,425	51,686	52,978
	4	48,241	50,360	51,619	52,909	54,232
	5	48,915	51,051	52,327	53,635	54,976
TA 3	1	51,254	53,709	55,052	56,428	57,839

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
Trades Coordinator Grade 1 Level 3	2	53,056	55,556	56,945	58,369	59,828
	3	54,194	56,723	58,141	59,595	61,085
	4	54,868	57,414	58,849	60,320	61,828
TA 4 Trades Coordinator Grade 2 Level 4						
	NA	60,045	62,720	64,288	65,895	67,542
Maintenance Manager Senior Maintenance Engineer	NA	72,669	75,921	77,819	79,764	81,758
	NA	74,021	77,307	79,240	81,221	83,252
FSO STREAM						
FSO 1	1	37,817	39,675	40,667	41,684	42,726
	2	38,358	40,230	41,236	42,267	43,324
	3	38,896	40,781	41,801	42,846	43,917
	4	40,035	41,949	42,998	44,073	45,175
	5	40,708	42,639	43,705	44,798	45,918
FSO 2	1	39,713	41,619	42,659	43,725	44,818

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
	2	40,520	42,446	43,507	44,595	45,710
	3	41,334	43,280	44,362	45,471	46,608
	4	42,472	44,447	45,558	46,697	47,864
	5	43,145	45,137	46,265	47,422	48,608
FSO 3	1	42,505	44,481	45,593	46,733	47,901
	2	43,679	45,684	46,826	47,997	49,197
	3	44,851	46,885	48,057	49,258	50,489
	4	45,988	48,051	49,252	50,483	51,745
	5	46,662	48,742	49,961	51,210	52,490
FSO 4	1	46,383	48,456	49,667	50,909	52,182
	2	47,917	50,028	51,279	52,561	53,875
	3	49,447	51,857	53,153	54,482	55,844
	4	50,588	53,027	54,353	55,712	57,105
	5	51,263	53,719	55,062	56,439	57,850
FSO 5A	1	51,932	54,404	55,764	57,158	58,587
	2	53,069	55,570	56,959	58,383	59,843
	3	53,743	56,261	57,668	59,110	60,588
FSO 5B	1	54,408	56,942	58,366	59,825	61,321
	2	55,081	57,632	59,073	60,550	62,064
FSO 5C	1	66,582	69,682	71,424	73,210	75,040

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
		\$	\$	\$	\$	\$
	2	67,255	70,371	72,130	73,933	75,781
FSO 5D	1	70,188	73,378	75,212	77,092	79,019
	2	70,862	74,069	75,921	77,819	79,764

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
			\$	\$	\$	\$
HEALTH WELFARE OFFICER	1	45,522	47,573	48,762	49,981	51,231
	2	47,156	49,248	50,479	51,741	53,035
	3	49,673	52,089	53,391	54,726	56,094

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015	
			\$	\$	\$	\$	
	4	52,296	54,777	56,146	57,550	58,989	
	5	54,960	57,508	58,946	60,420	61,931	
	6	58,751	61,394	62,929	64,502	66,115	
REGISTERED NURSE (RN) Grade 2 – Division 1	1	\$48,863					
	(Graduate entry)		50,998	52,273	53,580	54,920	
		2	\$50,751	53,194	54,524	55,887	57,284
		3	\$52,654	55,144	56,523	57,936	59,384
		4	\$54,547	57,085	58,512	59,975	61,474
		5	\$56,450	59,035	60,511	62,024	63,575
		6	\$58,337	60,969	62,493	64,055	65,656
		7	\$60,235	62,915	64,488	66,100	67,753
		8	\$61,716	64,433	66,044	67,695	69,387
		9	\$63,208	65,962	67,611	69,301	71,034
	10	\$64,678	67,730	69,423	71,159	72,938	
Clinical Nurse Specialist (CNS) RN Grade 3A	Single rate	\$66,622	69,723	71,466	73,253	75,084	
	1	\$67,363	70,482	72,244	74,050	75,901	

Classification	Year	Rate Prior to 1 December 2012	Rate Effective FPPOOA 1 December 2012	Rate Effective FPPOOA 1 December 2013	Rate Effective FPPOOA 1 December 2014	Rate Effective FPPOOA 1 December 2015
			\$	\$	\$	\$
	2	\$68,036	71,172	72,951	74,775	76,644
RN Grade 3B	1	\$69,110	72,273	74,080	75,932	77,830
	2	\$70,049	73,235	75,066	76,943	78,867
Associate Nurse Unit Manager (ANUM)	1	\$70,476	73,673	75,515	77,403	79,338
	2	\$72,015	75,250	77,131	79,059	81,035
RN Grade 4A	1	\$73,751	77,030	78,956	80,930	82,953
	2	\$75,232	78,809	80,779	82,798	84,868
RN Grade 4B	1	\$77,004	80,625	82,641	84,707	86,825
	2	\$78,548	82,208	84,263	86,370	88,529

ALLOWANCES

DESCRIPTION	CLAUSE	RATE				
		Effective date (commencing first pay period on or after)				
		1-Jan-11	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
DDSO 1 - Sandhurst Centre (per annum)	23.9	\$9,778	\$10,022	\$10,273	\$10,530	\$10,793
Confined space (per hour)	23.10	\$0.72	\$0.74	\$0.76	\$0.78	\$0.79
Dirty work (per hour)	23.11.1	\$0.59	\$0.60	\$0.62	\$0.64	\$0.65
Wet clothing (per hour)	23.12	\$0.59	\$0.60	\$0.62	\$0.64	\$0.65
Offensive substance (per hour)	23.13	\$0.76	\$0.78	\$0.80	\$0.82	\$0.84
Boiler house attendant (per annum)	23.14	\$1,087	\$1,114	\$1,142	\$1,171	\$1,200
Working inside boilers (per hour)	23.15	\$0.86	\$0.88	\$0.90	\$0.93	\$0.95
Laundry nauseous linen (per hour)	23.16	\$0.451	\$0.46	\$0.47	\$0.49	\$0.50
Laundry nauseous linen (minimum per week)	23.16	\$2.14	\$2.19	\$2.25	\$2.30	\$2.36
Training (per day)	23.17	\$10.49	\$10.75	\$11.02	\$11.30	\$11.58
Acting Domestic Services Supervisor (per shift)	23.18	\$22.68	\$23.25	\$23.83	\$24.42	\$25.03
Maintenance Engineers - on call allowance (per night)	23.19	\$8.95	\$9.17	\$9.40	\$9.64	\$9.88

DESCRIPTION	CLAUSE	RATE				
		Effective date (commencing first pay period on or after)				
		1-Jan-11	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
Maintenance Engineers - on call allowance (per day/ night)	23.19	\$22.51	\$23.07	\$23.65	\$24.24	\$25.03
Leading hand plumber (per hour)	23.20.2	\$0.93	\$0.95	\$0.98	\$1.00	\$1.03
Oxyacetylene or Welding (per hour)	23.21	\$0.54	\$0.55	\$0.57	\$0.58	\$0.60
Plumbers and related classifications (per annum)	23.20.1	\$1,357	\$1,391	\$1,426	\$1,461	\$1,498
First Aid (per annum)	23.24.2	\$463	\$475	\$486	\$499	\$511
Interpreting or translating (per annum)	23.25.1	\$37,517	\$38,455	\$39,416	\$40,402	\$41,412
Training course allowance:	23.29					
Department premises		\$18.85	\$19.32	\$19.80	\$20.30	\$20.81
Other premises		\$23.21	\$23.79	\$24.39	\$24.99	\$25.62
Interstate		\$28.54	\$29.25	\$29.98	\$30.73	\$31.50
Electricians Signing allowance (per hour)	23.33.2(a)	\$0.93	\$0.95	\$0.98	\$1.00	\$1.03
Retirement payment	23.34	\$454	\$465	\$477	\$489	\$501
Electricians Allowance (per annum)	23.33.1(a)	\$1,357	\$1,391	\$1,426	\$1,461	\$1,498
Shift allowances - maximum salary	28.4.1	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307
Shift allowances - hourly barrier	28.4.2	\$60,625	\$63,315	\$64,898	\$66,520	\$68,183
Shift allowance – weekend and public holidays – maximum salary	28.5	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307

DESCRIPTION	CLAUSE	RATE				
		Effective date (commencing first pay period on or after)				
		1-Jan-11	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
Sleepover (Monday – Friday)	29.1.1	\$80.71	\$83.95	\$86.05	\$88.20	\$90.40
Sleepover (Saturday, Sunday, public holidays*) *New Year’s Eve and New Year’s Day	29.1.1(a)(i)	\$93.62	\$99.06	\$101.54	\$104.08	\$106.68
Overtime penalty payment - maximum salary	30.1.1(a)	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307
Overtime - maximum rate	30.1.2	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307
Recreation leave – maximum salary – fifth week	31.4.7(a)	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307
Recreation leave loading – maximum salary	31.6.3	\$76,535	\$80,144	\$82,148	\$84,202	\$86,307

DESCRIPTION	CLAUSE	RATE				
		Effective date (commencing first pay period on or after)				
		1-Jan-11	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
Instructor / Trainee (per annum)	23.22	\$487	\$499	\$512	\$524	\$538
Clothing (per annum)	23.23	\$436.98	\$447.90	\$459.10	\$470.58	\$482.34
Qualifications Allowance:						
Post Grad Certificate or Additional Certificate	23.7.1(a)	\$72.94	\$76.16	\$78.06	\$80.01	\$82.01
Degree or Diploma	23.7.1(b)	\$109.40	\$114.24	\$117.09	\$120.02	\$123.02
Standby and recall (per 12 hour period)	23.31.8	\$66.04	\$67.69	\$69.38	\$71.12	\$72.90

DESCRIPTION	CLAUSE	RATE				
		Effective date (commencing first pay period on or after)				
		Prior to 1-Jan-11	1-Dec-12	1-Dec-13	1-Dec-14	1-Dec-15
Part day Absences						
Breakfast: where an Employee is required to leave before 7am unable to return before 9.30am.	23.28.1	\$14.87	\$15.24	\$15.62	\$16.01	\$16.41
Lunch: where an Employee is required to leave before 12.00 midday and is unable to return before 3pm and is absent for a period of at least seven hours;	23.28.1	\$14.87	\$15.24	\$15.62	\$16.01	\$16.41
Dinner: where an Employee is required to leave before 5pm and is unable to return until after 7pm whichever is the lesser	23.28.1	\$19.71	\$20.20	\$20.71	\$21.23	\$21.76