

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/268

**TITLE: Paraplegic and Quadriplegic Association of NSW
Enterprise Agreement**

I.R.C. NO: IRC5/2437

DATE APPROVED/COMMENCEMENT: 22 July 2005 / 22 July 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Paraplegic and Quadriplegic Association of NSW t/as ParaQuad, other than the following: employees engaged at Ferguson Lodge, Attendant carers; and Managers, who fall within the coverage of the following awards: Clerical and Administrative Employees (State) Award; Metal, Engineering and Associated Industries (State) Award; Storemen and Packers, General (State) Award; Charitable, Aged and Disability Care Services (State) Award; Nurses, &c., Other than in Hospitals, &c. (State) Award; Social and Community Services Employees (State) Award; Commercial Travellers, &c. (State) Award; Public Hospital (Physiotherapists, Occupational Therapists and Speech Pathologists) (State) Award.

PARTIES: Paraplegic & Quadraplegic Association of NSW -&- Alexandra Adams, Brooke Alford, Joy Alford, Mahenaz Ali, Lynda Arthur, Michelle Atilgan, Kelly Baker, Mitchell Bowd, Karen Brisenden, Katie Brockhurst, Anita Campbell, Alex Carbonetti, Tino Carrieri, Brett Carter, Sam Chakravarthula, Michelle Clifford, Rebecca Cooper, Sandra Cox, Val Earl, Diane Evans, Nickie Flambouras, N ita Freid, Tony Gal, Oguz Guccuk, Diane Harper, Wendy Harris, Tamara Holmes, Janice Huntington, Mary Inkston, Maryanne Ireland, Alan Johnson, Annette Keay, Tibor King, Isabella Kokosi, Tony Lavis, Steven Lord, John Magiropoulos, Scott Mannix, Lynnely Matthews, Julie McLean, Daria McIntosh, Kerry Meek, Melissa Mooney, Manal Nehme, Noel Noble, Paul O'Grady, Marion O'Hegarty, Tony Patton, Jenny Poole, Gerry Portelli, Natasha Pou, Peter Prior, Allan Reese, Michelle Richards, Gail Richmond, John Spencer, John Trefry, Pamela Vildos, Julie Watson, Kylie Wicks, Greg Wilson, Margaret Wu, Cathy Zahra, Carmelo laquinto

PARAPLEGIC AND QUADRIPLEGIC ASSOCIATION OF NSW ENTERPRISE AGREEMENT

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Preamble

The following terms of agreement are entered into between the Paraplegic and Quadriplegic Association of NSW ("ParaQuad NSW") and employees of ParaQuad NSW.

This agreement adopts the provisions of the following awards and varies such provisions to the extent of the matters hereby agreed. Where not so stated, the provisions of the applicable Award will continue to apply:

Clerical and Administrative Employees (State) Award
Metal, Engineering and Associated Industries (State) Award
Storeman and Packers, General (State) Award
Charitable Aged and Disability Care Services (State) Award
Nurses Other Than in Hospitals, &c., (State) Award
Social and Community Services (State) Award
Commercial Travellers (State) Award

PART 1

GENERAL PROVISIONS

1. Terms of Agreement

- (i) This Agreement applies to all employees of ParaQuad NSW other than the following:

Employees engaged at Ferguson Lodge;

Attendant carers; and

Managers

- (ii) This Agreement shall operate from [the date of approval of this Enterprise Agreement by the Industrial Relations Commission] and remain in force for a period of two years thereafter.
- (iii) Six months prior to the expiry of the nominal term of this Agreement the parties will commence a review of these provisions with the intention of entering into a further Enterprise Agreement for such further periods as may be agreed between them.
- (iv) The monetary rates established by this Agreement are set out in Part C - Monetary Rates and Allowances.

2. No Further Claims

- (i) No extra claims will be made by either party on the other with respect to matters contained herein, or any other matter save to give effect to any Order or Determination of the NSW Industrial Relations Commission during the currency of this Agreement.
- (ii) The parties may consent to vary this Agreement during its term to reflect any variation to make the Awards listed in the Preamble of the Agreement more beneficial than this Agreement.

3. Employee Committee

- (i) The Employee Committee will meet no less than six months prior to the expiration of this Agreement with the aim of commencing negotiations for a new Agreement.
- (ii) A Committee of up to six employees, comprising a cross-section of work areas and classifications shall be formed.
- (iii) The Committee will be elected by employees and remain in the role for two years. From the commencement of this Agreement, the Committee will consist of at least four people from the original Employee Committee that negotiated this Agreement, and two others to be elected.

4. Definitions

Unless the context indicates otherwise:

- (i) "ParaQuad NSW" means the Paraplegic and Quadriplegic Association of NSW.
- (ii) "Board" means the Board of Directors of ParaQuad NSW.
- (iii) "Employee Committee" means a committee elected by and consisting of employees who convene to negotiate a new agreement.
- (iv) "Remuneration Packaging" is an arrangement whereby an employee is permitted to change the structure of their remuneration package and take non-cash benefits in lieu of salary.
- (v) "Day Worker" means a worker who works ordinary hours between 7am and 7pm Monday to Friday, inclusive, otherwise than as part of a shift system.
- (vi) "Shift Worker" means a worker who is not a day worker, as defined.
- (vii) "People with complex health needs" refers to those employees employed by ParaQuad NSW who have a disability resulting in exceptional health needs or health problems of a recurring or chronic nature.

PART 2

ENGAGEMENT OF EMPLOYEES

5. Part-Time, Casual and Temporary Employees

SECTION 1

Permanent Part-Time Employees

- (i)
 - (a) A permanent part-time employee is permanently appointed to work a specified number of hours, which are less than those prescribed for a full-time employee.
 - (b) By agreement between ParaQuad NSW and an employee, the specified number of hours may be balanced over a fortnight.
 - (c) There shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight, not working in any one week in accordance with paragraph (b).
- (ii) Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 11, Monetary Rates, of this Agreement.
- (iii) Employees engaged under this section are entitled to all other benefits of this Agreement not expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

SECTION 2

Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 11, Monetary Rates, of this Agreement plus 15 per cent loading.
- (iii) For the entitlement to annual leave, see *Annual Holidays Act 1944*.
- (iv) A casual employee who is required to and does work on a public holiday as defined in Clause 17 Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances payable had the day not been a public holiday. A casual employee will not be entitled to this payment in addition to the loading prescribed in subclause (ii) of this section.
- (v) Entitlement to long service leave is in accordance with the *Long Service Leave Act 1955*.

SECTION 3

Temporary Employees

- (i) A temporary employee is one engaged for a continuous period not exceeding thirteen weeks.

- (ii) A temporary employee shall be paid, in addition to all rates and allowances to which the employee is entitled under this Agreement, an allowance equal to ten per cent of the rates prescribed for his or her classification by Clause 11, Monetary Rates, of this Agreement, provided that this subclause shall cease to apply upon:
 - (a) the period of engagement being extended after the period of thirteen weeks;
 - (b) ParaQuad NSW and the employee agreeing, during the period of thirteen weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) Entitlement to annual leave is in accordance with the *Annual Holidays Act 1944*.

PART 3

HOURS OF WORK

6. Hours of Work

- (i) The ordinary hours of work, exclusive of meal times, shall be one hundred and fifty-two hours per twenty-eight calendar days to be worked Monday to Friday inclusive, to commence on such days at or after 7.00 am.
- (ii) The ordinary hours of work, exclusive of meal times, shall not exceed an average of thirty-eight hours per week in each roster cycle.
- (iii) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (iv) Each employee on duty shall be allowed two separate ten-minute intervals (in addition to meal breaks) during each ordinary shift. Subject to agreement between ParaQuad NSW and the employee, such intervals may be taken as one twenty-minute interval. Such interval(s) shall count as working time.
- (v) There is no entitlement to an Accumulated Day Off (ADO) or Rostered Day Off (RDO).

7. Banking of Hours

Banking of hours is permitted to allow employees to have flexibility in their hours. Management will not unreasonably withhold any request for banking to occur.

- (i) A full-time or part-time employee may, by agreement with their manager, work more or less than their fortnightly rostered or contracted hours and bank these hours for use at a later date.
- (ii) Time debited or credited under this arrangement will be at ordinary time. That is an hour for an hour.
- (iii) An employee may not bank more than thirty-eight hours (in debit or credit).
- (iv) On termination of employment ParaQuad NSW must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

8. Rosters

- (i) The ordinary hours of work for each employee, other than casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed where practicable at least two weeks prior to the commencing date of the first working period in the roster.

- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the service to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified to the employee concerned.
- (v) ParaQuad NSW may change an employee's roster at short notice, by agreement with the employee, or for any reasonable ground, including unexpected situations and unforeseen fluctuations in the needs of the service users.
- (vi) All rosters shall be retained for at least six years.

9. Shifts

- (i) A shift worker who works between 7pm and 12 midnight receives a penalty payment of fifteen per cent for all time worked. A worker who works from 12 midnight to 7am receives a penalty payment of thirty per cent for all time worked.
- (ii) A shift worker whose ordinary working hours include work on a Saturday shall be paid for their ordinary hours worked between midnight on Friday and midnight on Saturday at a rate of time and one-half. These extra rates shall be in substitution for and not cumulative with shift allowances prescribed in subclause (i) of this clause.
- (iii) A shift worker whose ordinary working hours include work on a Sunday shall be paid for their ordinary hours worked between midnight on Saturday and midnight on Sunday at a rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative with shift allowances prescribed in subclause (i) of this Clause.
- (iv) Employees whose ordinary working hours include work on a public holiday and who are required to work on that day, shall be paid for their ordinary hours worked on that day at a rate of double time and one-half. These extra rates shall be in substitution for and not cumulative with shift allowances prescribed in subclause (i) of this Clause.

10. Overtime

- (i) Employees shall work reasonable overtime when required by ParaQuad NSW. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:

Any risk to employee health and safety;

The employee's personal circumstances including any family and carer responsibilities;

The needs of the facility;

The notice (if any) given by ParaQuad NSW of the overtime and by the employee of his or her intention to refuse it; and

Any other relevant matter.

(ii)

- (a) Subject to paragraph (b) hereof, all time worked by employees (other than casual employees) in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the following rates:

Time and one-half for the first two hours and double time thereafter for each overtime shift worked or for overtime worked prior to or at the conclusion of a normal shift.

Double time for overtime worked on Sundays.

Double time and one-half for overtime worked on public holidays.

- (b) For permanent part-time employees, any time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the same work area/department or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) An employee recalled to work overtime after leaving ParaQuad NSW's premises shall be paid for a minimum of four hours' work at the appropriate rate for each time so recalled.
- (iv) An employee recalled to work overtime after leaving ParaQuad NSW's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by accruing their time. This is called time in lieu of overtime.
- (vi) Time accrued under these arrangements shall all be at ordinary time, i.e., an hour for an hour.
- (vii) ParaQuad NSW must maintain records of all time accrued in lieu of overtime.
- (viii) ParaQuad NSW cannot force an employee to take time off in lieu of being paid overtime. If no election is made, payment will be made.
- (ix) An employee cannot accrue more than thirty-eight hours of time off in lieu of overtime.
- (x) On termination, the employee will be paid out any untaken time off in lieu of overtime, at applicable overtime rates.

PART 4

MONETARY RATES AND ALLOWANCES

11. Monetary Rates

- (i) The minimum monetary rates per week shall be as set out in Part C - Monetary Rates and Allowances.
- (ii) The minimum monetary rates per week for each employee will not be less than the base rate applying in the relevant parent award on the date this Agreement is approved.

12. Grade Classification

All employees shall be graded in one of the following grades and informed accordingly in writing within their employment contract prior to commencing employment. Each position will be allocated a level within the Grade which is reflective of the associated position remuneration.

(i) Grade 1

Shall mean an employee who is employed to assist Grades 2-5 within a defined area and is under the immediate and direct supervision of another employee in relation to all aspects of their employment.

An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear. Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

(ii) Grade 2

Shall mean an employee who is employed to perform duties of a more complex, varied and responsible nature than a Grade 1. Such an employee may be required to exercise initiative and independent judgement but will be under the general supervision of another. The employee may work under routine supervision with intermittent checking.

An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice. Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

(iii) Grade 3

Shall mean an employee who is employed to perform more varied, complex and responsible work than a Grade 2. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement. They will have an extensive knowledge of the service in which they are employed and shall be subject only to general supervision. The employee may work under limited supervision with checking related to overall progress.

An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work. They will be able to apply knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgment is required.

(iv) Grade 4

Shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who may be responsible for the overall administration/co-ordination of a service. The employee will be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, including a range and choice of actions required which will usually be complex.

They will be able to apply competencies usually applied within routines, methods and procedures where discretion and judgment is required, for both self and others.

(v) Grade 5

Shall mean an employee who is employed to undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

- (a) Influencing the operational activities of the service;
- (b) Adopting a broader strategic perspective towards their work than employees at lower grades;

- (c) Developing and implementing the long term goals of the service;
- (d) Setting outcomes in relation to the service's objectives and devising strategies to achieve them; and
- (e) May supervise, plan and manage the work of other employees or teams of employees classified at a lower grade.

An employee at this grade applies knowledge with substantial depth and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems. They will apply knowledge and skills independently and non-routinely.

13. Higher Grade Duty

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive the minimum payment for such higher classification for the period of relief or the period during which they act.
- (ii) The provisions of subclause (i) above shall apply where the employee being relieved is absent from duty for any period of more than one day where requested by Management to assume higher duties.

14. Remuneration Packaging

- (i) This clause only applies to full-time and permanent part-time employees.
- (ii) Remuneration packaging shall be offered to all permanent employees who undertake to package an amount not less than \$5,000 per annum.
- (iii) An employee cannot be compelled to enter into a packaging arrangement.
- (iv) An employee may exercise their right to continue to receive their applicable salary payable as per Part C - Monetary Rates and Allowances, of this Agreement.
- (v) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- (vi) ParaQuad NSW shall ensure that the structure of any package complies with taxation and other relevant laws.
- (vii) ParaQuad NSW shall confirm in writing to an employee the classification level and the current salary payable as applicable to the employee under this Agreement.
- (viii) ParaQuad NSW shall advise the employee, in writing, that all Agreement conditions other than salary shall continue to apply.
- (ix) A copy of the remuneration package agreement shall be made available to the employee.
- (x) The employee shall be entitled to inspect details of the payments made under the terms of the employee's remuneration packaging agreement.
- (xi) The configuration of the remuneration package shall remain in force for the period agreed between the employee and ParaQuad NSW.
- (xii) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between ParaQuad NSW and the employee, an unused amount may be carried forward to the next pay period, or paid as salary which will be subject to usual taxation requirements.

- (xiii) In the event that ParaQuad NSW ceases to attract exemption from payment of fringe benefits tax, ParaQuad NSW may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable salary payable under Part C - Monetary Rates and Allowances of this Agreement.
- (xiv) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the agreement wage. Employees are entitled to vary their remuneration packaging arrangements once per anniversary year without incurring a charge. Subsequent variations will incur a charge of \$55 per change.
- (xv) In the event that the employee ceases to be employed by ParaQuad NSW this Agreement will cease to apply from the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xvi) Pay increases granted to employees in accordance with this Agreement shall also apply to employees subject to remuneration packaging arrangements.
- (xvii) Any allowance penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.
- (xviii) ParaQuad NSW's policy and procedure in respect of remuneration packaging shall be adhered to by both ParaQuad NSW and the employee.
- (xix) Employees will have Superannuation Guarantee contribution calculated on their salary prior to the application of any remuneration packaging arrangements, i.e. it will be paid, based on the applicable rates in Part C.
- (xx) Employees are advised to seek independent financial advice and counselling to apprise them of the implications of remuneration packaging on their individual personal financial situations.

15. Payment and Particulars of Wages

- (i) All wages shall be paid fortnightly. Payment for any overtime worked may be deferred to the payday following the completion of the working cycle during which such overtime is worked, but for no longer, provided that the payment of shift loadings and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the payday following the completion of the working cycle during which such shifts were worked, but for no longer.
- (ii) Employees shall have their salary paid into no more than two accounts with a bank or other financial institution in New South Wales nominated by the employee. Wages shall be deposited in sufficient time to ensure that wages are available for withdrawal no later than payday, except where an employee's nominated account is with a non-bank financial institution. In that case, all reasonable steps will be taken to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment in accordance with Clause 28, Termination of Employment, of this Agreement, shall be paid all monies due to them prior to ceasing duty on the last day of employment.

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

- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies

paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

16. Travel and Expenses

- (i) An employee required by ParaQuad NSW to use their private motor vehicle for work purposes will be paid an amount per kilometre travelled during such use as set out in Part C - Monetary Rates and Allowances.
- (ii) An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to ParaQuad NSW. Approval is to be given by the General Manager of the employee's team.
- (iii) ParaQuad NSW shall reimburse all expenses, including the cost of telephone calls, necessarily and reasonably incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to ParaQuad NSW. Approval is to be given by the General Manager of the employee's team.

PART 5

LEAVE

17. Public Holidays

- (i) For the purpose of this subclause the following are to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within NSW.
- (ii)
 - (a) In addition to those public holidays prescribed in subclause (i) above, employees are entitled to one additional day of paid holiday each year. Such a holiday will occur:
 - (1) on a date which is agreed upon by ParaQuad NSW and its employees; or
 - (2) as an additional paid holiday between Christmas and New Year, provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.
 - (b) The foregoing does not apply in areas where in each year:
 - (1) a day in addition to the ten named public holidays specified in subclause (i) above is proclaimed and observed as a public holiday; or
 - (2) two half-days in addition to the ten named public holidays specified in subclause (i) are proclaimed and observed as half public holidays.

18. Annual Leave

- (i) Annual leave of four weeks on full pay is to be granted on completion of each twelve months' service as per the *Annual Holidays Act 1944*.
- (ii) An employee shall be eligible for annual leave each year on the anniversary of the commencement of their permanent employment.
- (iii) Annual leave shall be given and shall be taken in one consecutive period, two periods, or more by agreement with management. Single days of annual leave may only be taken by agreement with management.

(iv)

- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between ParaQuad NSW and the employee for a further period not exceeding six months.
- (b) Nothing in this subclause shall prevent ParaQuad NSW, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued. Where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the period in which annual leave was taken before it accrued.
- (c) ParaQuad NSW shall give each employee, where practicable, three months' notice of the date upon which she or he shall enter upon leave, and in any event such notice shall not be less than twenty-eight days. The employee shall give ParaQuad NSW at least twenty-eight days' notice of their intention to proceed on annual leave, provided however that ParaQuad NSW may dispense with the twenty-eight day notice requirement dependant upon the employee's circumstances.

(v)

- (a) Each employee, before going on leave, shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. Where an employee has any period of permanent part-time employment during any twelve-month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to thirty-eight hours.
- (vi) ParaQuad NSW may, in accordance with the *Annual Holidays Act 1944*, elect to close down for one period per year. In the event of this occurring, employees will be notified three months in advance and will take annual leave in this period.

19. Annual Leave Loading

- (i) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under Clause 18, Annual Leave, of this Agreement.
- (iii) Before an employee takes annual leave they shall be paid, in addition to their normal weekly pay (exclusive of shift penalties):
 - (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties), or
 - (b) The shift penalties pursuant to Clause 9 that the employee would have received for the period of leave taken had the employee not been on leave, whichever of the following is the greater amount.
- (iii) No annual leave loading is payable on annual leave taken in advance. If the employment of such an employee continues until the day the employee would have become entitled to an annual holiday, the loading then becomes payable for the period of such leave and calculated in accordance with clause 11 at the monetary rates and allowances prescribed by this Agreement.
- (iv) No loading is payable on the termination of an employee's employment.

20. Sick Leave

- (i) Subject to the following limitations and conditions, an employee is entitled to sick leave on full pay calculated by allowing seventy-six rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken. Sick leave accumulates from year to year but is not payable on termination. An employee is entitled to pro-rata sick leave after the first three months of continuous service.

- (a) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation. However, ParaQuad NSW shall pay to an employee who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and the employee's ordinary pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of thirty-eight hours which the difference paid bears to full pay.
 - (b) Periods of sickness in excess of three consecutive days shall be certified to by a medical practitioner. ParaQuad NSW may dispense with the requirements of a medical certificate when in ParaQuad NSW's opinion, the circumstances are such as not to warrant such requirement.
 - (c) Each employee shall, as soon as reasonably practicable and in any case within twenty-four hours of the commencement of such absence, inform ParaQuad NSW of their inability to attend for duty, and the estimated duration of the absence. ParaQuad NSW retains the right to request an employee to produce a medical certificate on each occasion of absence.
- (ii) Part-time employees: Part-time employees will receive the sick leave provisions of this Agreement on a pro-rata basis to a full-time employee. Such entitlements shall be subject to all the above conditions applying to full-time employees.

21. Long Service Leave

Long service leave entitlement is in accordance with the *Long Service Leave Act 1955*.

22. Compassionate Leave

- (i) Compassionate leave with pay should be granted only in extraordinary circumstances where an employee is forced to absent themselves from duty because of urgent pressing necessity. Such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than ParaQuad NSW, to make good should be covered by the grant of leave without pay or, if the employee so desires, charged against their annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications:
 - (a) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (iii)(c). Where the employee is involved in funeral arrangements, travelling etc. leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at the funeral of a relative other than those mentioned, unless special circumstances existed, i.e. the employee lived with the deceased.
 - (b) The employee must notify ParaQuad NSW as soon as practicable of the intention to take bereavement leave and will, if required by ParaQuad NSW, provide to the satisfaction of ParaQuad NSW proof of death.
 - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in Clause 23, Personal Carer's Leave, (ii)(c)(2), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with other leave available under Clause 23, Personal Carer's Leave, subclauses (ii), (iii), (iv), and (v). In determining such a request, ParaQuad NSW will give consideration to the circumstances of the employee and the organisation's operational requirements.

- (f) Illness in the family: Except in very special circumstances leave with pay should be limited to one day, which as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.
- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, such as floods and bushfires, which clearly prevent attendance for duty.
- (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.

23. Personal Carer's Leave

- (i) All employees will be eligible to an extra three days of carer's leave per annum, which is not cumulative, in addition to the provisions stated below.
- (ii) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c), and who needs the employee's care and support, shall be entitled to use any current or accrued sick leave entitlement provided for in Clause 20, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or a statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de-facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de-facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give ParaQuad NSW 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 ParaQuad NSW by telephone of such absence at the first opportunity on the day of absence.

(iii) Unpaid leave for family purpose

- (a) An employee may elect, with the consent of ParaQuad NSW, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 23 (ii)(c)(2) who is ill.

(iv) Annual Leave

- (a) An employee may elect with the consent of ParaQuad NSW, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An employee and ParaQuad NSW may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(v) Time in lieu of overtime

For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of Clause 10, Overtime, the following provisions shall apply.

- (a) An employee may elect, with the consent of ParaQuad NSW, to take time off in lieu of payment for overtime at a time or times agreed with ParaQuad NSW within twelve months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, i.e. an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

(vi) Make-up time

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

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

24. Parental Leave

Where this agreement is silent, or if there is any inconsistency, the Parental Leave provisions of the *Industrial Relations Act 1996* shall apply.

- (i) Parental leave consists of:
 - (a) Maternity leave taken by a female employee in connection with her pregnancy or birth of her child; or
 - (b) Paternity leave taken by a male employee in connection with his spouse's pregnancy or the birth of his child; or
 - (c) Adoption leave taken by female and/or male employee in connection with adoption of a child.
- (ii) An employee is entitled to a total of fifty-two weeks' parental leave in connection with the birth or adoption of a child.
- (iii) Eligibility for Paid Parental Leave:
 - (a) Full-time Employees - To be eligible for paid maternity leave, a full-time employee must have completed at least forty weeks' continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
 - (b) Part-Time Employees - To be eligible for paid maternity leave a part-time employee must have completed at least forty weeks' continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
 - (c) Regular Casual Employees - a regular casual employee is entitled to paid maternity leave in addition to twelve months' unpaid parental leave only if the employee has had at least forty-eight months of continuous service with ParaQuad NSW.
 - (d) An employee who has once met the conditions for paid maternity leave will not be required to work again the forty weeks' continuous service in order to qualify for a further period of paid maternity leave, unless;
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than fifty-two weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.
- (iv) Payment for Maternity Leave: Eligible employees are entitled to paid parental leave as follows:
 - (a) Paid Maternity Leave - an employee is entitled to nine weeks' paid maternity leave at her ordinary rate of pay from the date the leave commences. This leave may commence up to eight weeks prior to the expected date of birth.
 - (b) Paid maternity leave does not extend the entitlement to maternity leave beyond fifty-two weeks.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period the employee must be able to perform satisfactorily the full range of normal duties, and ParaQuad NSW reserves the right to have the employee medically assessed by a practitioner of their choice, to determine the suitability of the employee to perform the inherent requirements of their position.

- (c) Paid maternity leave may be paid:
 - on a normal fortnightly basis
 - in advance in a lump sum
 - at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.
- (d) Annual leave and long service leave credits may be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.
- (v) Portability of Service for Paid Maternity Leave: Portability of service for paid maternity leave involves the recognition of service with ParaQuad NSW for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between facilities owned by ParaQuad NSW, previous continuous service will be counted towards the service prerequisite for paid maternity leave.
- (vi) Applications for Maternity Leave:
 - (a) An employee who intends to proceed on maternity leave should formally notify ParaQuad NSW of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than ten weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
 - (b) Miscarriages: If the pregnancy of an employee terminates before the expected date of birth (other than by the birth of a living child) or the employee suffers illness related to her pregnancy, and she is not then on maternity leave:
 - (1) The employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
 - (2) The employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is entitled to and as a medical practitioner certifies to be necessary for her return to work.
 - (c) Stillbirth: In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
 - (d) Effect of Premature Birth on Payment of Maternity Leave: An employee who gives birth prematurely, and prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
 - (e) Illness Associated with Pregnancy: If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual leave and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness is on sick leave, annual leave or long service leave, such leave will cease nine weeks prior to the expected date of birth. The employee will then commence maternity leave with the normal provisions applying.
 - (f) Transfer to a More Suitable Position: Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, ParaQuad NSW is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(vii) Paternity Leave: Eligible employees are entitled to paternity leave as follows:

- (a) Unpaid Paternity Leave: An employee is entitled to a period of unpaid paternity leave of not more than twelve months after the actual date of birth.

(viii) Applications for Paternity Leave:

- (a) An employee who intends to proceed on paternity leave should formally notify ParaQuad NSW of such intention as early as possible, so that arrangements associated with his absence can be made.
- (b) Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(ix) Adoption Leave

- (a) Eligibility for Adoption Leave:

To be eligible for paid adoption leave an employee must have completed at least fifty-two weeks' continuous service (or fifty-two weeks' continuous service for permanent part-time employees as specified) prior to the date of taking custody of the child.

- (b) An employee who has once met the conditions of paid adoption leave, will not be required to again work the fifty-two weeks' continuous service in order to qualify for further periods of paid adoption leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (2) an employee has completed a period of leave without pay of more than fifty-two weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987*.

- (b) Entitlement:

- (1) Paid Adoption Leave: An employee is entitled to paid adoption leave of nine weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis.

in advance in a lump sum.

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

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

- (2) Unpaid Adoption Leave: Eligible employees are entitled to unpaid adoption leave as follows:

- (i) Where the child is under the age of twelve months, a period of not more than twelve months from the date of taking custody.

- (ii) Where the child is over the age of twelve months, a period of up to twelve months, such period to be agreed upon by both the employee and ParaQuad NSW.

(c) Applications:

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify ParaQuad NSW as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(x) General Conditions

- (a) Variation after Commencement of Parental Leave: After commencing parental leave, an employee may vary the period of parental leave, once without the consent of ParaQuad NSW and otherwise with the consent of ParaQuad NSW. A minimum of four weeks' notice must be given, although ParaQuad NSW may accept less notice if convenient.
- (b) Employee Provisions: An employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee has the right to vary the period of their parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (c) Effect of Parental Leave on Accrual of Leave Increments: When an employee has resumed duties, any period of full-pay leave is counted in full for the accrual of annual leave and any period of parental leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service provided such leave does not exceed six months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e. public holidays occurring in a period of full-pay maternity leave are paid at full rate and those occurring during a period of half-pay leave are paid at half rate.

- (d) Right to Return to Previous Position: An employee returning from parental leave has the right to resume his/her former position. Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of his/her former position and for which the employee is capable or qualified.
- (e) Return for Less than Full-Time Hours: Employees may make application to ParaQuad NSW to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (1) The period is to be limited to twelve months after which full-time duties must be resumed;
 - (2) The employee is to make an application for leave without pay to reduce her/his full-time weekly hours of work. This application should be made as early as possible to enable ParaQuad NSW to make suitable staffing arrangements. At least four weeks' notice must be given;

- (3) The quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of ParaQuad NSW;
 - (4) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly;
 - (5) It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.
- (f) Further Pregnancy while on Parental Leave: Where an employee or the spouse/partner of an employee becomes pregnant or adopts a child whilst on parental leave, a further period of parental leave will be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual maternity leave from the existing entitlement lapses.
 - (g) Liability for Superannuation Contributions: During a period of unpaid parental leave, ParaQuad NSW will not be required to meet any superannuation liability.
- (xi) Lactation Provisions: Employees who are lactating shall be entitled to one paid break of twenty minutes per shift for the purpose of expressing their milk or breast feeding their child, and ParaQuad NSW shall provide access to suitable facilities for such purpose.

25. Study Leave

- (i) Leave for learning and development applies to external courses offered by educational institutions or registered training organisations, conferences, seminars and short courses. Leave of this nature is provided to assist employees to access learning and development opportunities so that ParaQuad NSW has an appropriately trained workforce to meet its service delivery needs.
- (ii) Leave is not required for in-house courses or activities and any mandatory training and education that are undertaken by employees on a routine basis, and at which employees are considered to be on duty.
- (iii) Access to learning and development leave is at the discretion of the ParaQuad NSW and is only available to permanent employees on a pro-rata basis. Leave shall be limited to up to six days per annum or pro rata for study and will be for study related to the employee's current or anticipated future role in the organisation.
- (iv) ParaQuad NSW shall develop a learning and development leave policy, training plan and budget consistent with the current and future training requirements of employees and protocols for accessing learning and development leave. In developing the policy and training plan, ParaQuad NSW shall have regard to the organisational, team and individual learning and development needs of employees.
- (v) Employees should plan for this leave as far in advance as possible and provide a minimum of one months' notice.

26. Jury Leave

- (i) A full-time, part-time or temporary employee required to attend jury service during their ordinary working hours shall be reimbursed by ParaQuad NSW an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee shall notify ParaQuad NSW as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give ParaQuad NSW documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

PART 6

TERMINATION, RE-ORGANISATION, FLEXIBILITY, DISPUTES

27. Labour Flexibility

- (i) ParaQuad NSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote de-skilling.
- (ii) ParaQuad NSW may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by ParaQuad NSW shall be consistent with ParaQuad NSW's responsibility to provide a safe and healthy working environment for employees and ParaQuad NSW's duty of care to service users.

28. Termination of Employment

- (i) Two weeks' notice of termination of employment shall be given by ParaQuad NSW or the employee, respectively, but where the employee is dismissed for serious and wilful misconduct such notice of termination shall not apply.
- (ii) Where ParaQuad NSW terminates the services of an employee without due notice the employee shall be paid two weeks' salary in lieu thereof. Where the employee fails to give the prescribed notice ParaQuad NSW may withhold up to two weeks' wages from the pay period current at time of termination. In the case of casual employees one hour's notice shall apply.
- (iii) Upon the termination of the services of an employee ParaQuad NSW shall furnish the employee with a written statement of service setting out the period of the employment and the capacity in which the employee was employed.

29. Resolution of Disputes and Grievances

- (i) With a view to a speedy and amicable settlement of all disputes which cannot be resolved between the employee(s) or their representatives and the supervising employees, such dispute shall be referred to management who will arrange for the matter to be discussed with the employee concerned and their representative or a representative of a union.
- (ii) Failing settlement of the issue at this level, the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by ParaQuad and two by the employee representative committee.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) This procedure may be varied where it is considered a safety factor is involved.
- (v) This clause shall not interfere with the right of either party to institute proceedings of any matter in accordance with the *Industrial Relations Act 1996*.

30. Anti-Discrimination

- (i) It is the intention of the parties bound by this Agreement to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and religion.

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

"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (vi) ParaQuad NSW and employees may also be subject to Commonwealth anti-discrimination legislation.

31. Redundancy, Workplace Re-Organisation and Change

- (i) Application
 - (a) This clause shall apply in respect of full-time and permanent part-time employees.
 - (b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on ParaQuad NSW shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
 - (a) ParaQuad NSW's duty to notify:
 - (1) Where ParaQuad NSW has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, ParaQuad NSW shall notify the employee who may be affected by the proposed changes.

- (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of ParaQuad NSW's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) ParaQuad NSW's duty to discuss change:

- (1) ParaQuad NSW shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by ParaQuad NSW to make the changes referred to in paragraph (a) of this clause.
- (3) For the purpose of such discussion, ParaQuad NSW shall provide to the employees concerned and the union to which they belong 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. ParaQuad NSW shall not be required to disclose confidential information which would adversely affect ParaQuad NSW.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where ParaQuad NSW has made a definite decision that ParaQuad NSW no longer wishes the job the employee has been doing done by anyone pursuant to Clause 31 (ii) (a) subparagraph (1) above, and that decision may lead to the termination of employment, ParaQuad NSW shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after ParaQuad NSW has made a definite decision which will invoke the provisions of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion ParaQuad NSW shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. ParaQuad NSW shall not be required to disclose confidential information, the disclosure of which would adversely affect ParaQuad NSW.

(iv) Termination of Employment

- (a) Notice for Changes in Production, Programme, Organisation or Structure: This subclause sets out the notice provisions to be applied to terminations by ParaQuad NSW for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a) (1) above.

- (1) In order to terminate the employment of an employee ParaQuad NSW shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over forty-five years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change: This subclause sets out the notice provisions to be applied to terminations by ParaQuad NSW for reasons arising from "technology" in accordance with subclause (ii) (a) (1) above:
- (1) In order to terminate the employment of an employee ParaQuad NSW shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with ParaQuad NSW for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period:
- (1) During the period of notice of termination given by ParaQuad NSW an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of ParaQuad NSW, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period: If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with ParaQuad NSW until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment: ParaQuad NSW shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink: Where a decision has been made to terminate more than fifteen employees, ParaQuad NSW shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- (g) Centrelink Employment Separation Certificate: ParaQuad NSW shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (h) Transfer to lower paid duties: Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated. ParaQuad NSW may at ParaQuad NSW's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks' notice still owing.

(v) Severance Pay:

- (a) Where an employee is to be terminated pursuant to subclause 28 (iv) of this Agreement, subject to further order of the Industrial Relations Commission, ParaQuad NSW shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under forty-five years of age, ParaQuad NSW shall pay in accordance with the following scale:

Years of Service	Under 45 Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is forty-five years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Week's pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in this Agreement.

- (b) Incapacity to pay: Subject to an application by ParaQuad NSW and further order of the Industrial Relations Commission, ParaQuad NSW may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a).

The Industrial Relations Commission shall have regard to such financial and other resources of ParaQuad NSW as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) above will have on ParaQuad NSW.

- (c) Alternative Employment: Subject to an application by ParaQuad NSW and further order of the Industrial Relations Commission, ParaQuad NSW may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if ParaQuad NSW obtains acceptable alternative employment for an employee.

- (vi) Savings Clause: Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and ParaQuad NSW bound by this Agreement.

PART 7

MISCELLANEOUS PROVISIONS

32. Supporting People With Complex Health Needs

- (i) ParaQuad NSW has an affirmative action policy to support the employment of people with disabilities and aims to identify and eliminate barriers that prevent people with disabilities from achieving equality in employment. ParaQuad NSW aims to ensure that all employees are treated equally, fairly and according to their skills, qualifications, abilities and aptitudes, and without regard to factors such as their disability.
- (ii) Notwithstanding the provisions of Clause 20, Sick Leave, at the sole discretion of the Chief Executive Officer, employees with disabilities and/or complex health needs may be granted up to an additional one hundred and fifty-two hours or twenty days' sick leave per annum. The leave will not be cumulative from year to year. Application for this additional leave should be made via the General Manager of the employee's team, with final approval being made by the Chief Executive Officer.

33. Performance Review

- (i) ParaQuad NSW values performance and prides itself on the quality of the service it provides to its clients and customers.
- (ii) All employees will be subject to an annual performance review, and a performance management system will be developed by September 2005, for this purpose.

34. Superannuation

- (i) Definitions:

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

- (a) The ParaQuad NSW Occupational Superannuation Fund (P.O.S.F.), as may be amended from time to time, and includes any superannuation scheme, which may be made in succession thereto.
- (b) Any superannuation fund nominated by the employee and approved by ParaQuad NSW in accordance with section 124 of the NSW *Industrial Relations Act 1996*.

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

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

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Any percentage addition payable to part time and/or casual employees for ordinary hours of work;

- (d) Ordinary time allowances (not including expense related allowance) as prescribed by this Agreement;
- (e) Over award payments for ordinary hours of work.

Note: "Ordinary time earnings" does not include

Annual Leave loading, including shift penalties in lieu of loading;
 Overtime;
 Any expense-related allowances, including, but not limited to uniform and laundry allowances;
 Workers' compensation;
 Periods of leave without pay;
 Unpaid maternity leave; and
 Redundancy and/or any other termination payments.

"Qualified employee" means:

- (a) A full-time, part-time or permanent part-time employee who has completed at least four weeks' service. Provided that once this period has elapsed, payment in accordance with subclause (iii) contributions shall be made for the entire period of service with ParaQuad NSW.
 - (b) A casual employee who has been employed for a minimum of one hundred and fifty-two hours during their employment during the course of any one-year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this Agreement will continue to be qualified. Once qualified, payment shall be made for the entire service with ParaQuad NSW.
- (ii) Superannuation Legislation: The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1993*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.
- (iii) Contributions
- (a) ParaQuad NSW shall make, in respect of qualified employees, superannuation contributions in line with the minimum statutory Superannuation contribution, consistent with the Superannuation Guarantee Rate, based on ordinary time earnings, into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions for those workers who earn more than \$450 per week will be remitted monthly, whereas those who earn less than \$450 per week shall have their contributions remitted at the time that they receive their annual payment summary.
 - (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of him/her shall be paid, subject to ParaQuad NSW's approval of the fund nominated by the employee. Provided that, ParaQuad NSW shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.

35. Supported Wages for People With Disabilities

- (i) This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
 - (a) "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.

- (b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(ii) Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) The clause does not apply to any existing employee who has a claim against ParaQuad NSW which is subject to the provisions of workers' rehabilitation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) This clause does not apply to ParaQuad NSW in respect of their facility, program, undertaking service or the like which receives funding under the Disability Services Act 1986 (C'th) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Disability Services Act 1986, or if a part only has received recognition, that part.

(iii) Supported wage rates -

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according the following schedule:

Assessed capacity (refer to clause 35 (iv))	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less that \$61 per week. Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

- (iv) Assessment of capacity: For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (v) Lodgement of assessment instrument.
 - (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by ParaQuad NSW with the Registrar of the Industrial Relations Commission.
 - (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union, where applicable, is not a party to the assessment, it shall be referred the Registrar to the union, where applicable, by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.
- (vi) Review of assessment: The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (vii) Other terms and conditions of employment: Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.
- (viii) Workplace adjustment: ParaQuad NSW wishing to employ a person under the provision of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (ix) Trial period:
 - (a) In order for an adequate assessment of the employee's capacity to be made, ParaQuad NSW may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (c) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.
 - (d) Work trials should include induction or training as appropriate to the job being trialled.
 - (e) Where ParaQuad NSW and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (iv).

36. Notices

An accessible space for union notices shall be provided by ParaQuad NSW in each site.

37. Duress

This Agreement was not entered into under duress by any party.

38. No Disadvantage

No employee will suffer a disadvantage in rates of pay and conditions of employment arising from the implementation of this Enterprise Agreement.

SIGNED by the Parties on the 12th day of May 2005

SIGNED by
For and on behalf of
ParaQuad NSW by authority
of the Board of Directors

In the presence of:

SIGNED by elected delegates
on behalf of employees:

PART B

TRANSLATION TABLE

Grade	Level	EA Classification	Award Title	Award Classification
1	1	Upholsterer	Metal, Engineering & Associated Industries (State) Award	C11
		Engineering Operator	Metal, Engineering & Associated Industries (State) Award	C12
		Warehouse Operator	Storeman and Packers, General (State) Award	Level 2
	2	Junior Service Administration Support	Clerical and Administrative Employees (State) Consolidated Award	Grade 2
		Warehouse Operator - Forklift	Storeman and Packers, General (State) Award	Level 3
		Employment Support Worker	Charitable Sector Aged & Disability Care Services (State) Award	Grade 2
	3	Warehouse Operator - Leading Hand	Storeman and Packers, General (State) Award	Level 3 + \$24.15 Leading Hand Allowance
		Customer Service Representative	Clerical and Administrative Employees (State) Consolidated Award	Grade 2
		Receptionist	Clerical and Administrative Employees (State) Consolidated Award	Grade 4
		Sales & Display Representative	Clerical and Administrative Employees (State) Consolidated Award	Grade 4
		Accounts Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 2
2	1	Customer Service Consultant	Clerical and Administrative Employees (State) Consolidated Award	Grade 3
		Service Administration Support	Clerical and Administrative Employees (State) Consolidated Award	Grade 3

		Accounts Payable/ Receivables	Clerical and Administrative Employees (State) Consolidated Award	Grade 3
		Purchasing Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 3
		Senior Accounts Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
	2	Customer Service Team Leader	Clerical and Administrative Employees (State) Consolidated Award	Grade 4
		Service Coordinator	Clerical and Administrative Employees (State) Consolidated Award	Grade 4
		Vehicle Modification Fitter	Metal, Engineering & Associated Industries (State) Award	C3
		Registered Nurse Year 1	Public Hospital (Nurses) State Award	Year 1
		Community Support Officer	Social & Community Services Employees (State) Award	CSW Grade 3 Yr 5
		Case Management Coordinator	Social & Community Services Employees (State) Award	CSW Grade 3 Yr 5
		Leading Technical Officer	Metal, Engineering & Associated Industries (State) Award	C2a
	3	Warehouse Supervisor	Storeman and Packers, General (State) Award	Level 5
		Payroll Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
		Sales Representative	Commercial Travellers, &c., (State) Award	Local Traveller
		Engineering Supervisor	Metal, Engineering & Associated Industries (State) Award	C2b
		Registered Nurse Year 2	Public Hospital (Nurses) State Award	Year 2
		Occupational Therapist Grade 1 Year 2	Public Hospital (Physiotherapists and Speech Pathologists)(State) Award	OT Grade 1 Year 2
		Registered Nurse Year 3	Public Hospital (Nurses) State Award	Year 3
	1	Senior Sales Representative	Commercial Travellers, &c., (State) Award	Local Traveller
		Attendant Care Coordinator	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
		Occupational Therapist Grade 1 Year 3	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	OT Grade 1 Year 3
		Senior Service Administration Support	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
	2	Registered Nurse Year 4	Public Hospital (Nurses) State Award	Year 4
		Occupational Therapist Grade 1 Year 4	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	OT Grade 1 Year 4
		Registered Nurse Year 5	Public Hospital (Nurses) State Award	Year 5
		Training Coordinator	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
	3	Registered Nurse Year 6	Public Hospital (Nurses) State Award	Year 6
		Occupational Therapist Grade 1 Year 5	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	OT Grade 1 Year 5
		Senior Payroll Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
	4	1 Registered Nurse Year 7	Public Hospital (Nurses) State Award	Year 7
		2 Occupational Therapist Grade 1 Year 6	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	Grade 1 year 6
		Special Projects Officer	Clerical and Administrative Employees (State) Consolidated Award	Grade 5
		Registered Nurse Year 8	Public Hospital (Nurses) State Award	Year 8
	3	Occupational Therapist Grade 1 Year 7	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	Grade 1 Year 7

5	1	Occupational Therapist Grade 2	Public Hospital (Physiotherapists and Speech Pathologists) (State) Award	OT Grade 2
	2	Senior Service Coordinator	Health Managers Award	Level 2
	3	Clinical Nurse Consultant	Public Hospital (Nurses) State Award	Clinical Nurse Consultant

PART C

MONETARY RATES AND ALLOWANCES

MONETARY RATES - WEEKLY

Grade	Lvl	EA Classification	Wkly Pkg'd 4% April 05 (\$)		Wkly Non Pkg'd 2% April 05 (\$)		Wkly Pkg'd 3% Feb 06 (\$)		Wkly Non Pkg'd 1% Feb 06 (\$)		Wkly Pkg'd 2% Feb 07 (\$)		Wkly NonPkg'd 1% Feb 07 (\$)	
1	1	Upholsterer, Engineering Operator, Warehouse Operator	549.10	573.04	538.46	562.02	565.57	590.23	554.61	578.88	576.88	60.20	560.16	584.67
	2	Junior Service Administration Support, Warehouse Operator - Forklift, Employment Support Worker	593.94	598.50	582.54	586.72	611.76	616.46	600.02	604.32	623.99	628.78	606.02	610.36
	3	Warehouse Operator - Leading Hand, Customer Service Representative, Receptionist, Sales & Display Representative, Accounts Officer	618.26	678.30	606.86	664.24	636.81	698.65	625.07	684.17	649.54	712.62	631.32	691.01
2	1	Customer Service Consultant, Service Administration Support, Accounts Payable/ Receivable, Purchasing Officer, Senior Accounts Officer	707.56	754.68	693.88	740.24	728.79	777.32	714.70	762.45	743.36	792.87	721.84	770.07
	2	Customer Service Team Leader, Service Coordinator, Vehicle Modification Fitter, Registered Nurse Year 1, Community Support Officer, Case Management Coordinator, Leading Technical Officer	761.14	798.76	746.70	783.18	783.97	822.72	769.10	806.68	799.65	839.18	776.79	814.74

	3	Warehouse Supervisor, Payroll Officer, Sales Representative, Engineering Supervisor, Registered Nurse Year 2, Occupational Therapist Grade 1 Year 2, Registered Nurse Year 3	810.54	881.98	795.34	865.26	834.86	908.44	819.20	891.22	851.55	926.61	827.39	900.13
3	1	Senior Sales Representative, Attendant Care Coordinator, Occupational Therapist Grade 1 Year 3, Senior Service Administration Support	897.94	905.54	880.46	888.06	924.88	932.71	906.87	914.70	943.38	951.36	915.94	923.85
	2	Registered Nurse Year 4, Occupational Therapist Grade 1 Year 4, Registered Nurse Year 5, Training Coordinator	926.06	997.50	910.48	978.12	953.84	1,027.43	937.79	1,007.46	972.92	1,047.97	947.17	1,017.54
	3	Registered Nurse Year 6, Occupational Therapist Grade 1 Year 5, Senior Payroll Officer	1,020.68	1,047.28	1,000.92	1,027.14	1,051.30	1,078.70	1,030.95	1,057.95	1,072.33	1,100.27	1,041.26	1,068.53
4	1	Registered Nurse Year 7	1,073.12		1,052.22		1,105.31		1,083.79		1,127.42		1,094.62	
	2	Occupational Therapist Grade 1 Year 6, Special Projects Officer, Registered Nurse Year 8	1,094.40	1,117.20	1,071.60	1,095.54	1,127.23	1,150.72	1,103.75	1,128.41	1,149.78	1,173.73	1,114.79	1,139.69
	3	Occupational Therapist Grade 1 Year 7	1,147.60		1,124.80		1,182.03		1,158.54		1,205.67		1,170.13	
5	1	Occupational Therapist Grade 2	1,181.80		1,159.00		1,217.25		1,193.77		1,241.60		1,205.71	
	2	Senior Service Coordinator	1,277.56		1,253.24		1,315.89		1,290.84		1,342.20		1,303.75	
	3	Clinical Nurse Consultant	1,429.56		1,401.82		1,472.45		1,443.87		1,501.90		1,458.31	

MONETARY RATES - HOURLY

Grade	Lvl	EA Classification	Hourly Pkg'd 4% April 05 (\$)		Hourly Non Pkg'd 2% April 05 (\$)		Hourly Pkg'd 3% Feb 06 (\$)		Hourly Non Pkg'd 1% Feb 06 (\$)		Hourly Pkg'd 2% Feb 07 (\$)		Hourly Non Pkg'd 1% Feb 07(\$)	
1	1	Upholsterer, Engineering Operator, Warehouse Operator	14.45	15.08	14.17	14.79	14.88	15.53	14.31	14.94	15.18	15.84	14.74	15.39
	2	Junior Service Administration Support, Warehouse Operator - Forklift, Employment Support Worker	15.63	15.75	15.33	15.44	16.10	16.22	15.48	15.59	16.42	16.55	15.95	16.06
	3	Warehouse Operator-Leading Hand, Customer Service Representative, Receptionist, Sales & Display Representative, Accounts Officer	16.27	17.85	15.97	17.48	16.76	18.39	16.13	17.65	17.09	18.75	16.61	18.18
2	1	Customer Service Consultant, Service Administration Support, Accounts Payable/ Receivable, Purchasing Officer, Senior Accounts Officer	18.62	19.86	18.26	19.48	19.18	20.46	18.44	19.67	19.56	20.86	19.00	20.27
	2	Customer Service Team Leader, Service Coordinator, Vehicle Modification Fitter, Registered Nurse Year 1, Community Support Officer, Case Management Coordinator, Leading Technical Officer	20.03	21.02	19.65	20.61	20.63	21.65	19.85	20.82	21.04	22.08	20.44	21.44

	3	Warehouse Supervisor, Payroll Officer, Sales Representative, Engineering Supervisor, Registered Nurse Year 2, Occupational Therapist Grade 1 Year 2, Registered Nurse Year 3	21.33	23.21	20.93	22.77	21.97	23.91	21.14	23.00	22.41	24.38	21.77	23.69
3	1	Senior Sales Representative, Attendant Care Coordinator, Occupational Therapist Grade 1 Year 3, Senior Service Administration Support	23.63	23.83	23.17	23.37	24.34	24.54	23.40	23.60	24.83	25.04	24.10	24.31
	2	Registered Nurse Year 4, Occupational Therapist Grade 1 Year 4, Registered Nurse Year 5, Training Coordinator	24.37	26.25	23.96	25.74	25.10	27.04	24.20	26.00	25.60	27.58	24.93	26.78
	3	Registered Nurse Year 6, Occupational Therapist Grade 1 Year 5, Senior Payroll Officer	26.86	27.56	26.34	27.03	27.67	28.39	26.60	27.30	28.22	28.95	27.40	28.12
4	1	Registered Nurse Year 7	28.24		27.69		29.09		27.97		29.67		28.81	
	2	Occupational Therapist Grade 1 Year 6, Special Projects Officer, Registered Nurse Year 8	28.80	29.40	28.20	28.83	29.66	30.28	28.48	29.12	30.26	30.89	29.34	29.99
	3	Occupational Therapist Grade 1 Year 7	30.20		29.60		31.11		29.90		31.73		30.79	
5	1	Occupational Therapist Grade 2	31.10		30.50		32.03		30.81		32.67		31.73	
	2	Senior Service Coordinator	33.62		32.98		34.63		33.31		35.32		34.31	
	3	Clinical Nurse Consultant	37.62		36.89		38.75		37.26		39.52		38.38	

ALLOWANCES

(Note: There are two types of allowances listed, expense-related and wage-related. Expense-related allowances will increase yearly in line with CPI whereas wage-related allowances are linked to the same increase in the Agreement.)

Allowance	Description	Rate
Vehicle Travel (casual use)	Reimbursement for use of own vehicle when required to travel for work purposes	.60c per km
Meal Allowance	Payment when a shift worker is unable, due to work constraints, to take a meal break	\$9.50
First Aid	An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body, if appointed by their employer to perform first aid duty.	\$10.50 per week