

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/231

TITLE: Inala Disability Services Enterprise Agreement

I.R.C. NO: IRC6/1745

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 33

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 54

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Inala Disability Services, who fall within the coverage of the Inala Disability Services (State) Award.

PARTIES: Inala Disability Service -&- the Health Services Union

INALA DISABILITY SERVICES ENTERPRISE AGREEMENT

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1745 of 2006)

Before The Honourable Justice Boland

24 March 2006

AWARD

PART I

ARRANGEMENT, DEFINITIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement
4. Full-Time Employees
5. Part-Time Employees
6. Fixed Term Employees
7. Casual Employees
8. Live-in Employees
9. Traineeship

PART III

HOURS OF WORK

10. Hours of Work
11. Overtime
12. Time off in Lieu of Overtime
13. Call Back
14. Shift Work
15. Roster of Hours
16. Excursions
17. Meal Breaks
18. Breaks Between Shifts and Overtime

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions
20. Rates of Pay
21. Regrading and Classification Committee

22. Incremental Placement and Advancement
23. Higher Duties
24. Superannuation
25. Payment of Wages
26. Salary Packaging
27. Time and Pay Records

PART V

ALLOWANCES, EXPENSES AND AMENITIES

28. Sleepover Allowance
29. First Aid Allowance
30. On Call Allowance
31. Motor Vehicle Allowance
32. Expenses
33. Amenities

PART VI

LEAVE

34. Sick Leave
35. Annual Leave
36. Annual Leave Loading
37. Long Service Leave
38. Parental Leave
39. Calculation of Continuous Service
40. Public Holidays
41. Personal Carer's Leave
42. Bereavement Leave
43. Leave Without Pay
44. Jury Service

PART VII

GRIEVANCE AND DISPUTES SETTling PROCEDURE, TERMINATION AND ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Disputes Settling Procedure
46. Termination of Employment
47. Organisational Change and Redundancy

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety
49. Protective Clothing and Safety Equipment
50. Anti-Discrimination
51. Employees' Indemnity
52. Posting of Award
53. Union Notices
54. Right of Entry
55. Labour Flexibility
56. General Savings
57. Reasonable Hours
58. Secure Employment

PART IX

MONETARY RATES

Table 1 - Rates of Pay-effective 6 December 2005

Table 2 - Rates of Pay-effective 1 July 2006

Table 3 - Rates of Pay-effective 1 July 2007

Table 4 - Rates of Pay-effective 1 July 2008

Table 5 - Allowances

Appendix A - Indicative Competencies

2. Definitions

2.1 Common Definitions

"Employer" - shall mean the Inala Disability Service.

"Union" - shall mean the Health Services Union.

2.2 General Staff Definitions

"Assistant Manager" - means an employee who co-ordinates service area operations under the supervision of the Service Manager and who supervises the work of House Co-ordinators and Senior Individual Program Plan Co-ordinators, Senior Support Worker/Supervisors.

"Catering Officer" - means an employee who supervises meal preparation on weekdays according to a Menu Plan and who is responsible for the ordering and storage of food and related supplies for the facility. Ensures kitchen facilities are maintained in good working order and that all safety, health and hygiene standards are met.

"Cook" means an employee engaged to prepare and cook meals for residents on week-ends according to a Menu Plan.

"Bus Driver" - means an employee who transports clients by mini-bus to and from Day Programs and activities.

"House Co-ordinator"- means an employee engaged to support residents as needed, individually and as a group, in all aspects of home life including personal care, development, communication, preparation for and transport to and from work, preparation of meals, shopping skills, independence and decision making, activities, hobbies and recreation family and social relationships and household duties. Provide the necessary guidance and supervision to a Residential Care Worker in the same home. The House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Individual Program Plan Co-ordinator" - means an employee who in consultation with all stakeholders, develops, maintains and monitors individual plans for nominated Inala clients to enable the achievement of personal goals and potential.

"Laundry Worker" - means an employee who provides laundry services to all assigned residents.

"Maintenance Supervisor" - means an employee who supervises and completes maintenance requests as allocated by Area Managers and designated staff. Reports on all completed works and supervises the work of other maintenance staff.

"Maintenance Worker (Handyperson)" - means an employee who undertakes maintenance work as directed.

"Music Therapist" - means an employee who provides group and individual music therapy to assigned clients.

"Physiotherapist" - means an employee appointed as such who is registered or conditionally registered under the *Physiotherapists' Registration Act 2001* and undertakes a range of physiotherapy support to assigned clients.

"Residential Care Worker" - means an employee who under the direction of a House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Senior Individual Program Plan Co-ordinator" - means an employee who supervises the work of an individual Program Plan Co-ordinator and who in consultation with all stakeholders develops, maintains and monitors individual plans for nominated clients to enable the achievement of personal goals and potential.

"Senior Music Therapist" - means an employee who plans and provides group and individual music therapy to assigned clients and supervises the work of Music Therapists.

"Senior Support Worker Supervisor" - means an employee who supports clients individually and in a group in allocated activities and who supervises assigned Support Worker/Supervisors.

"Support Worker/Supervisor" - means an employee who supports clients individually and in a group in allocated activities.

2.3 Clerical & Administrative Employees Definitions

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data

	Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

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

- (1) The employee may work under routine supervision with intermittent checking.
- (2) 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.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

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

(e) A Grade 3 position is described as follows:

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

Indicative tasks of a Grade 3 position are:

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

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

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s)

	Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

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

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

Indicative tasks of a Grade 5 position are:

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

	Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement

- 3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 3.4 All employees employed pursuant to this Award other than fixed term or casual employees shall be deemed to have ongoing employment.

4. Full-Time Employees

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full time employees shall be paid a minimum of two hours on each day they work.

5. Part-Time Employees

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.
- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

6. Fixed Term Employees

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; not subject to recurrent funding; or
 - (b) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
 - (c) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
 - (d) To relieve a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
 - (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

- (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

7. Casual Employees

- 7.1 A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 7.3 Pursuant to the *Annual Holidays Act 1944*, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- 7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3.
- 7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2)]+ 8.33% = total.

- 7.6 Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 41.1(b) and 41.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 41.1(c)(ii) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.7 Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 42 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 41.1(c)(ii).
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

8. Live-in Employee

- 8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.
- 8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.
- 8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.
- 8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

9. Traineeships

The parties to this Award shall observe the terms of the Private Hospital, Aged and Disability Care Services Training Wage (State) Award, as amended.

PART III

HOURS OF WORK

10. Hours of Work

- 10.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00 am and 6.00 pm Monday to Sunday inclusive.
- 10.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 10.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).

- 10.4 Weekend Work

- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
- (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

11. Overtime

- 11.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 11.2 Overtime shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- 11.3 Shift and non-shift workers shall receive overtime payments in accordance with this Clause where they are required to work any additional hours beyond their rostered shifts.
- 11.4 Part time non-shift workers must:
 - (a) work the full time equivalent hours within the span of hours identified in 10.1 Hours of Work before overtime is payable ; or
 - (b) work outside the span of hours identified in Clause 10.1 Hours of Work before overtime is payable.
- 11.5 Part time shift workers must work the full time equivalent hours before overtime is paid.
- 11.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 11.7 Subject to clause 11.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 11.8 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.
- 11.9 For the purposes of clause 11.8 what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer's responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

12. Time Off in Lieu of Overtime

- 12.1 Time Off in lieu of payment for overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
 - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

13. Call Back

- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 11, Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

14. Shift Work

14.1 Definitions

- (a) "Evening Shift" means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
- (b) "Night Shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
- (c) "Saturday shift" means any time worked between midnight Friday and midnight Saturday.
- (d) "Sunday Shift" means any time worked between midnight Saturday and midnight Sunday.
- (e) "A gazetted Public Holiday Shift" means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

14.2 Engagement in Shift Work

Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

14.3 Shift Loadings

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

- 14.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

15. Roster of Hours

- 15.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 15.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 11, Overtime or Clause 14, Shiftwork.

16. Excursions

- 16.1 An excursion is where an employee(s) will take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.
- 16.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:
- (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
 - (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10 pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 11 Overtime.
 - (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 28.4, Sleepover Allowance, shall apply.
 - (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 12, Time Off in Lieu of Overtime.

17. Meal Breaks

- 17.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 11.2 Overtime until such time as the employee receives a meal break.
- 17.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 17.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 17.1 does not apply.

18. Breaks Between Shifts and Overtime

- 18.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 18.2 Employees directed to resume or continue work without having received a break in accordance with 18.1 shall be paid at the overtime rates set out in Clause 11, Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 18.3 The provisions of 18.1 and 18.2 shall not apply to any sleepover whether or not that sleepover is connected with an ordinary rostered shift.

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions (Other Than Clerical and Administrative Employees)

- 19.1 This clause shall operate in determining the appropriate grading for new classifications established at Inala and agreed to by the parties after the operative date of this award. When classifying employees, the employer may have regard to the indicative competencies for each grade contained within Appendix A to this award.
- 19.2 "General Staff - Grade 1" shall mean a person who is employed to assist General Staff - Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a General Staff - Grade 1 be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a General Staff - Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 19.3 "General Staff - Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a General Staff - Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a General Staff - Grade 2, be required to develop policy for or co-ordinate a service.
- 19.4 "General Staff - Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.
- 19.5 "General Staff - Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.
- (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
 - (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
 - (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;
 - (a) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:
 - (i) Co-ordinate projects;
 - (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;

(iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;

(iv) Exercise specialised judgment within prescribed areas.

19.6 "General Staff - Grade 5" shall mean an employee who undertakes 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:

(i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;

(ii) Influencing the operational activities of the organisation;

(iii) Adopting a broader strategic perspective towards their work than employees at lower grades;

(iv) Developing and implementing the long term goals of the organisation;

(v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and

(vi) May supervise employees or teams of employees classified at a lower grade

(vii) May be involved in client centred activities which form a component of direct support coverage.

(a) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:

(i) Working under limited direction from senior management or the employer and having significant delegated authority;

(ii) May supervise employees classified at a lower grade.

19.7 "General Staff - Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

(i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;

(ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;

(iii) Developing and implementing the long-term goals of the organisation;

(iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;

(v) Developing and administering complex policy, organisational and program matters;

(vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;

(vii) May be involved in client centred activities which form a component of direct support coverage.

- (a) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
 - (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
 - (ii) Undertaking duties of a professional nature at a senior level;
 - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
 - (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
 - (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
 - (vi) May supervise employees classified at a lower grade.

(b) Exemptions

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in 'Table 1 - Rates of Pay' of this Award shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

(c) Exclusions

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

20. Rates of Pay

20.1

- (i) Employees shall be paid in accordance with Table 1 from the first full pay period to commence on or after 6 December 2005.
- (ii) Employees shall be paid in accordance with Table 2 from the first full pay period to commence on or after 1 July 2006.
- (iii) Employees shall be paid in accordance with Table 3 from the first full pay period to commence on or after 1 July 2007.
- (iv) Employees shall be paid in accordance with Table 4 from the first full pay period to commence on or after 1 July 2008.

20.2 It is a term of this award that the union will not pursue any improvements in wages or conditions of employment, including any increases arising from the general increases given by the Federal or State Industrial tribunals or the Fair Pay Commission that arised during the term of the award.

21. Regrading and Classification Committee

21.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

21.2 Function of Committee

The function of the Regrading and Classification Committee is to resolve disputes over classifications and grading that arise under this Award.

21.3 Process for Regrading and Classification exercise:

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 45 Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.
- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.
- (e) The Committee shall consist of:

One union or employee representative, and two employer representatives. (see 21.4)
- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

21.4 Composition of Committee:

- (a) One union representative nominated by the Union, or other representative nominated by the employee.
- (b) One employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) One employer representative of the applicant'(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

21.5 All classification issues other than those referred to in 21.2 shall be dealt with in accordance with Clause 45, Grievance and Dispute Settling Procedure.

22. Incremental Placement and Advancement

Incremental Placement:

- 22.1 Each employer shall classify each of their employees in accordance with Clause 19, Classifications, Exemptions and Exclusions, of this Award.
- 22.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
- (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
 - (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

Incremental Advancement:

- 22.3 Full time, Part time, and Term employees shall move from level to level within a grade after each 12 months continuous service.

23. Higher Duties

- 23.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 23.2 Where a public holiday falls within a period referred to in 23.1, the public holiday shall be considered as time worked in the higher classification.
- 23.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 23.4 The payment paid in 23.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

24. Superannuation

- 24.1 An employer shall contribute to a superannuation fund as specified in 24.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 as amended from time to time.
- 24.2 Employers to Participate in Fund:
- (a) An employer shall make application to the Fund as specified in 24.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
 - (a) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
 - (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.
- 24.3 Additional Employee Superannuation Contributions:

- (a) An employee may make contributions to the Fund as specified in 24.4 in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

24.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or the Australian Superannuation Savings Employment Trust or any complying Fund.

25. Payment of Wages

- 25.1 The weekly rate of pay shall be the annual rate of pay divided by 52.17857.
- 25.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.
- 25.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of the Union and a majority of the employees.
- 25.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.
- 25.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 25.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

26. Salary Packaging

- 26.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 26.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 26.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;

- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
- (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 35.2, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

27. Time and Pay Records

- 27.1 In accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.
- 27.2 Such records shall be kept for a period of at least 6 years.
- 27.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

PART V

ALLOWANCES AND AMENITIES

28. Sleepover Allowance

- 28.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 28.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 28.3 An employee shall only sleep over under the following conditions:
 - (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 28.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance. When calculating the appropriate shift penalty, pursuant to Clause 14, Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.

- 28.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 28.6 Where such an arrangement as outlined in subclause 28.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

29. First-Aid Allowance

- 29.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 2 with a minimum payment of one day.

30. On-Call Allowance

- 30.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 30.2 Employees required to be on call shall be paid \$15.00 per 24 hour period or for any part of that 24 hour period.
- 30.3 Where employees are required to attend the workplace when on call the provisions of Clause 13, Call Back, apply.

31. Motor Vehicle Allowance

- 31.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 2 of Table 2 per kilometre travelled during such use.

32. Expenses

- 32.1 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 the employer.
- 32.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 32.3 This Clause does not apply to employees who are engaged on sleepover at the employers premises.

33. Amenities

- 33.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 33.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 33.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 33.4 The employer shall provide for employees a rest area well furnished.
- 33.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

PART VI

LEAVE

34. Sick Leave

- 34.1
- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on full pay for each year of service.
 - (b) Such leave shall be available from the beginning of each year of service.
 - (c) For the purpose of this clause, illness shall include stress and mental ill health.
- 34.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 34.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- 34.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.
- 34.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

35. Annual Leave

- 35.1 Full time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.
- 35.2 Such annual leave shall be:
- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service.
 - (b) for all other full-time and part time employees four weeks with pay after each twelve months of continuous service.
- 35.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with 35.2. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.
- 35.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.
- 35.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

36. Annual Leave Loading

- 36.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 36.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:

Either:

- (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties); or
- (b) The shift penalties pursuant to Clause 14.3 (a), (b), (c) and (d) of Clause 14 Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,

Whichever is the greater amount.

- 36.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.
- 36.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 36.2 becomes payable for such leave taken wholly or partly in advance.
- 36.5 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in 36.2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.
- 36.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 36.2 for such leave.
- 36.7 No loading is payable on the termination of an employee's employment except as provided for in 36.6.

37. Long Service Leave

37.1

- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

37.2 For the purpose of sub-clause (i) of this clause:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (2) any period of service as a part-time worker except as provided for in sub-clause (vi) of this clause.

37.3

- (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

37.4

- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of sub-clause 37.1 of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

37.5 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.

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

37.7 Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award.

e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

38. Parental Leave

38.1 All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act*, 1996.

38.2 Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

38.3 Employees who are eligible for paid parental leave are entitled to such leave as follows:

(i) Paid Leave

(a) Paid Maternity Leave

An eligible employee is entitled to nine weeks paid maternity leave at ordinary rate of pay from the date the maternity leave commences.

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

(b) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the *Industrial Relations Act* 1996.)

(c) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

(d) Such leave may be paid:

1. on a normal fortnightly basis;
2. in advance in a lump sum;
3. at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

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

(ii) Unpaid Leave

(a) Unpaid Maternity Leave

An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

(b) Unpaid Paternity Leave

An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

(c) Unpaid Adoption Leave

An employee is entitled to unpaid adoption leave as follows:

1. where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 2. where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- 38.4 An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:
- (i) 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
 - (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- 38.5 An employee who intends to proceed on maternity or paternity leave should formally notify his/her employer of such intention as early as possible, so that arrangements associated with her absence can be made. 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.
- 38.6 In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 38.7 After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- 38.8 Any person who occupies the position of 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 also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 38.9 When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- 38.10 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 for long service leave purposes provided such leave does not exceed six months.
- 38.11 Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- 38.12 Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.

- 38.13 If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- 38.14 Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- 38.15 Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- 38.16 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- 38.17 In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- 38.18 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.
- 38.19 An employee returning from parental leave has the right to resume 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 her former position and for which the employee is capable or qualified.
- 38.20 Employees may make application to their employer 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:
- (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (ii) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (v) Full-time employees who return to work under this arrangement remain full-time employees.
- 38.21 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.
- 38.22 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:
- (a) the employee or employee's spouse is pregnant; or

- (b) the employee is or has been immediately absent on parental leave.

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

38.23 Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under sub-clauses 38.23 (a)(2) and 38.23 (a)(3) must be recorded in writing.

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

Where an employee wishes to make a request under Clause 38.23 (a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

38.24 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 38.24 (a).
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

39. Calculation of Continuous Service

See. *Long Service Leave Act 1955*.

40. Public Holidays

- 40.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 40.2 Gazetted public holidays shall be allowed to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.
- 40.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time; or
 - (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
 - (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 40.4 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 40.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday, who is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.

41. Personal/Carer's Leave

41.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c)(ii) who needs their care and support, shall be entitled to use, in accordance with this sub-clause any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) 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 the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

41.2 Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause 41.1(c) (ii) above, who is ill or who require care due to an unexpected emergency.

41.3 Annual Leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 41.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

41.4 Time Off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

41.5 Make-up time

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

42. Bereavement Leave

- 42.1 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 prescribed in 42.3 below.
- 42.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 42.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 41.1 Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 42.4 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.
- 42.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 41.2, 41.3, 41.4 and 41.5, Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

43. Leave Without Pay

- 43.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

44. Jury Service

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

PART VII

GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Dispute Settling Procedures

- 45.1 Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -
- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
 - (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
 - (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
 - (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
 - (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

46. Termination of Employment

46.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

46.2

- (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 48.2(a).

46.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

47. Organisational Change and Redundancy

47.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.

- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 47.4.
- (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers 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.
- (d) Notwithstanding anything contained elsewhere in this Award, 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 ordinary and customary turnover of labour.

47.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

47.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 47.2(a), 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.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 47.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 47.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 47.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 47.2(a).

- (a) In order to terminate the employment of an employee the employer 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

- (b) In addition to the notice above, employees over 45 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.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

47.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with 47.2(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer 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.

47.7 Time off during the notice period

- (a) During the period of notice of termination given by the employer, 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.
- (b) 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 the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

47.8 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 as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

47.9 Statement of employment

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

47.10 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer 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.

47.11 Employment Separation Certificate

The employer 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.

47.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 49.2(a), 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, and the employer may at the employer's option make payment in lieu thereof 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 of notice still owing.

47.13 Severance Pay

Where an employee is to be terminated pursuant to 47.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of 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

- (b) Where an employee is 45 years 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

- (c) "Weeks 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 allowance, paid in accordance with the Award.

47.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 47.13 will have on the employer.

47.15 Alternative employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13 if the employer obtains acceptable alternative employment for an employee.

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety

See *Occupational Health and Safety Act 2000* (NSW).

49. Protective Clothing and Safety Equipment

- 49.1 Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.
- 49.2 Where an employer provides safety equipment it shall be used by the employees.
- 49.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

50. Anti-Discrimination

- 50.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 50.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 50.3 Under the *Anti-Discrimination Act 1997* (NSW), 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.

50.4 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 21 years of age,
- (c) any act or practice of a body established to propagate religion which is exempted under 56(d) of the *Anti-Discrimination Act 1977* (NSW),
- (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

NOTE:

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

"Nothing in the 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".

- (c) This clause is not intended to create legal rights.

51. Employee's Indemnity

Inala shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify its employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

52. Posting of Award

A copy of this Award shall be kept at each workplace, where it is available to employees.

53. Union Notices

An accessible space for Union notices shall be provided by the employer.

54. Right of Entry By Union

See *Industrial Relations Act 1996* (NSW).

55. Labour Flexibility

Inala may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

56. General Savings

Nothing in this award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this award.

57. Reasonable Hours

- 57.1 Subject to sub-clause (ii) Inala may require an employee to work reasonable overtime at overtime rates.
- 57.2 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.

57.3 For the purposes of sub-clause (ii) what is reasonable or other wise will be determined having regard to:

- (a) any risk to employee health and safety.
- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

58. Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

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

- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

59. Area, Incidence and Duration

- 59.1 This award rescinds and replaces the Inala Disability Services (State) Award, published 17 February 2006 (357 I.G. 177), and all variations thereof.
- 59.2 This award shall apply to all employees as defined in this award and who are employed by the Inala Disability Services and shall regulate the terms and conditions of employment of such employees.
- 59.3 This award shall take effect from the first pay period to commence on or after 24 March 2006 and shall remain in force until 31 December 2008.

PART IX

MONETARY RATES

Table 1 - Rates of Pay effective first full pay period to commence on or after 6 December 2005

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
Year 1	\$26,401	506.36	13.33
Year 2	\$27,401	525.53	13.83
Year 3	\$28,401	544.71	14.33
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	\$30,201	579.24	15.24
Year 2	\$31,501	604.17	15.90
Year 3	\$32,801	629.10	16.56
Year 4	\$34,201	655.95	17.26
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	\$35,414	679.22	17.87
Year 2	\$36,753	704.90	18.55
Year 3	\$38,092	730.58	19.23
Year 4	\$39,431	756.26	19.90
Year 5	\$40,873	783.92	20.63
Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
Year 1	\$42,005	805.63	21.20
Year 2	\$43,241	829.33	21.82
Year 3	\$44,477	853.04	22.45
Year 4	\$45,713	876.74	23.07
Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
Year 1	\$46,949	900.45	23.70
Year 2	\$49,009	939.96	24.74

Community Services Worker Grade 6			
	Per Annum	Weekly	Hourly
Year 1	\$53,129	1,018.98	26.82
Year 2	\$56,219	1,078.24	28.37

Classifications	Current Rates per week \$	Rates from 6.12.2005 per week \$
Clerical & Administrative Employees Juniors		
At 16 years of age and under	288.80	300.40
At 17 years of age	327.50	340.60
At 18 years of age	375.60	390.60
At 19 years of age	423.10	440.00
At 20 years of age	466.40	485.10
Adults		
Grade 1	574.30	597.30
Grade 2	609.50	633.90
Grade 3	646.30	672.20
Grade 4	675.90	702.90
Grade 5	707.20	735.50

Table 2 - Rates of Pay effective first full pay period to commence on or after 1 July 2006

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
Year 1	\$27,325	\$524.07	\$13.79
Year 2	\$28,360	\$543.92	\$14.31
Year 3	\$29,395	\$563.77	\$14.84
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	\$31,258	\$599.50	\$15.78
Year 2	\$32,604	\$625.32	\$16.46
Year 3	\$33,949	\$651.11	\$17.13
Year 4	\$35,398	\$678.90	\$17.87
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	\$36,653	\$702.97	\$18.50
Year 2	\$38,039	\$729.56	\$19.20
Year 3	\$39,425	\$756.14	\$19.90
Year 4	\$40,811	\$782.72	\$20.60
Year 5	\$42,304	\$811.35	\$21.35
Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
Year 1	\$43,475	\$833.81	\$21.94
Year 2	\$44,754	\$858.34	\$22.59
Year 3	\$46,034	\$882.89	\$23.23
Year 4	\$47,313	\$907.42	\$23.88
Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
Year 1	\$48,592	\$931.95	\$24.53
Year 2	\$50,724	\$972.84	\$25.60
Community Services Worker Grade 6			
	Per Annum	Weekly	Hourly
Year 1	\$54,989	\$1,054.64	\$27.75
Year 2	\$58,187	\$1,115.98	\$29.37

Table 3 - Rates of Pay effective first full pay period to commence on or after 1 July 2007

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
Year 1	\$28,249	\$541.79	\$14.26
Year 2	\$29,319	\$562.31	\$14.80
Year 3	\$30,389	\$582.83	\$15.34
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	\$32,315	\$619.77	\$16.31
Year 2	\$33,707	\$646.47	\$17.01
Year 3	\$35,097	\$673.13	\$17.71
Year 4	\$36,595	\$701.86	\$18.47
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	\$37,892	\$726.74	\$19.12
Year 2	\$39,325	\$754.22	\$19.85
Year 3	\$40,758	\$781.70	\$20.57
Year 4	\$42,191	\$809.19	\$21.29
Year 5	\$43,735	\$838.80	\$22.07
Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
Year 1	\$44,945	\$862.01	\$22.68
Year 2	\$46,267	\$887.36	\$23.35
Year 3	\$47,591	\$912.75	\$24.02
Year 4	\$48,913	\$938.11	\$24.69
Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
Year 1	\$50,235	\$963.46	\$25.35
Year 2	\$52,439	\$1,005.74	\$26.47
Community Services Worker Grade 6			
	Per Annum	Weekly	Hourly
Year 1	\$56,849	\$1,090.32	\$28.69
Year 2	\$60,155	\$1,153.72	\$30.36

Table 4 - Rates of Pay effective first full pay period to commence on or after 1 July 2008

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
Year 1	\$29,173	\$559.51	\$14.72
Year 2	\$30,278	\$580.71	\$15.28
Year 3	\$31,383	\$601.90	\$15.84
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	\$33,372	\$640.05	\$16.84
Year 2	\$34,810	\$667.63	\$17.57
Year 3	\$36,245	\$695.15	\$18.29
Year 4	\$37,792	\$724.82	\$19.07
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	\$39,131	\$750.50	\$19.75
Year 2	\$40,611	\$778.89	\$20.50
Year 3	\$42,091	\$807.27	\$21.24
Year 4	\$43,571	\$835.65	\$21.99
Year 5	\$45,166	\$866.24	\$22.80
Community Services Worker Grade 4			

Per Annum		Weekly	Hourly
Year 1	\$46,415	\$890.20	\$23.43
Year 2	\$47,780	\$916.38	\$24.11
Year 3	\$49,148	\$942.62	\$24.81
Year 4	\$50,513	\$968.80	\$25.49
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
Year 1	51,878	994.98	26.18
Year 2	54,154	1,038.63	27.33
Community Services Worker Grade 6			
Year 1	\$58,709	1,125.99	\$29.63
Year 2	\$62,123	1,191.47	\$31.35

Table 5 - Allowances

Item No.	Clause No.	Brief Description	Rate from 6.12.2005	Rate from 1.7.06	Rate 1.7.07	Rate 1.7.08
1	29	First Aid	7.97 per week \$	7.99 per week \$	8.26 per week \$	8.53 per week \$
2	31	Motor Vehicle Allowance	0.51 cents per km.	0.53 cents per km	0.55 cents per km	0.57 cents per km
3	30	On Call	16.00 per day	\$16.56 per day	\$17.12 per day	\$17.68 per day

APPENDIX A

Indicative Competencies

Indicative competencies of a Community Services Worker Grade 1 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	Has a good understanding of the mission and values of organisation. Knowledge of related work in other departments and work areas and outside organisations and other key areas. Has a sound working knowledge of relevant service or program delivery activities.
2. Leadership (supervisory/ Professional and management)	Work is subject to immediate and direct supervision. Works collaboratively with team members and has contact with other departments to assist in ensuring resolution of service or program delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline in order to assist in the provision of a high level of service or program delivery for clients with complex requirements Provides feedback. Participates in the preparation of formal learning in respect to practical program delivery skills. Identifies areas where team members might benefit from further development.
3. Interpersonal Skills/	Contacts other departments and outside organisations on routine

Communication	<p>matters.</p> <p>Able to handle sensitive inquiries with tact and discretion.</p> <p>Refers more complex inquiries appropriately.</p> <p>Able to resolve conflicts related to relevant service or program delivery activities without assistance, subject to direct supervision.</p>
4. Problem Solving	<p>Understands and interprets complicated guidelines/procedures</p> <p>Resolves problems.</p> <p>Responsible for own schedule, contacting senior staff to seek specialised help or notify progress of work.</p>
5. Legislation/Standards Documentation	<p>Adheres to: All relevant government legislation eg, OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Adheres to detailed and precise service delivery procedures and standards</p> <p>Ensures work is performed to an appropriate standard.</p> <p>Understands and complies with organisational policies.</p> <p>Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.</p>
6. Service Delivery Support	<p>Corresponds with external parties on routine inquiries.</p> <p>Maintains one or more diaries.</p> <p>Organises people to attend internal meetings, distributing agendas and supporting papers.</p> <p>Handles all filing of correspondence on specialised subjects.</p> <p>Prioritises mail for reply.</p> <p>Performs client support related administrative tasks.</p>
7. (A) Accommodation/ Residential Services	<p>Assists clients with needs.</p> <p>Adheres to duty of care and procedural fairness principles.</p> <p>Supports client's access to community services and/ or assists in organising outings.</p>
and/or	<p>Gathers and disseminates information about community.</p> <p>Assists in researching and developing programs.</p>
	<p>Assists in facilitating client involvement in aspects of service delivery and policy development.</p> <p>In accordance with relevant legislation, and under direct supervision, administer medication as required.</p>
(B) Case Management/ Counselling and Education	<p>Assists with service or program delivery, liaison and communication and problem solving with clients.</p>

Services	<p>Good understanding of the range of client requirements and an understanding of the client's unique needs.</p> <p>Able to assess situations and make proposals regarding practical service or program delivery solutions available.</p>
8. Experience/Qualification	Minimum knowledge and experience is equivalent to HSC equivalent.

Indicative competencies of a Community Services Worker Grade 2 position include:

Unit of Competence	Element of Competence
1. Organisational Knowledge	<p>Has a good understanding of the mission and values of organisation</p> <p>Knowledge of related work in other departments and work areas and outside organisations and other key areas.</p> <p>Has a sound working knowledge of relevant service or program delivery activities.</p>
2. Leadership (supervisory/ professional and management)	<p>Work is subject to general supervision.</p> <p>Works collaboratively with team members and has contact with other departments representing the team ensuring resolution of service or program delivery problems.</p> <p>Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level of service or program delivery for clients.</p> <p>Provides coaching and feedback.</p> <p>Participates in the preparation of formal learning in respect to practical program delivery skills.</p> <p>Identifies areas where team members might benefit from further development.</p>
3. Interpersonal Skills/ Communication	<p>Contacts other departments within the organisation on non-routine matters and outside organisations on routine matters.</p> <p>Able to handle sensitive inquiries with tact and discretion.</p> <p>Refers more complex inquiries appropriately.</p> <p>Able to resolve conflicts related to relevant service or program delivery activities without assistance under general supervision</p>
4. Problem Solving	<p>Understands and interprets complicated guidelines/procedures.</p> <p>Resolves problems requiring the practical application of theory</p> <p>Responsible for own schedule, contacting senior staff only to seek specialised help or notify progress of work.</p>
5. Legislation/Standards/ Documentation	<p>Adheres to: All relevant government legislation eg , OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Adheres to detailed and precise service delivery procedures and standards.</p>

	<p>Evaluates own work to ensure standards are met.</p> <p>Understands and complies with legislation and standards in accordance with organisational policy</p> <p>Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.</p>
6. Service Delivery Support	<p>Corresponds with external parties on non-routine inquiries.</p> <p>Maintains one or more diaries.</p> <p>Organises people to attend internal meetings, distributing agendas and supporting papers.</p> <p>Handles all filing of correspondence on specialised subjects.</p> <p>Prioritises mail for reply.</p> <p>Performs complex client support related administrative tasks.</p>
7. (A) Accommodation/ Residential Services and/or	<p>Assists clients with needs that require employees to be experienced.</p> <p>Clients typically have complex requirements.</p> <p>Adheres to duty of care and procedural fairness principles.</p> <p>Supports client's access to community services and/or assists in organising outings.</p> <p>Gathers and disseminates information about community.</p> <p>Assists in researching and developing programs.</p> <p>Facilitates client involvement in aspects of service delivery and policy development.</p>
	<p>In accordance with relevant legislation, and under general supervision, administer medication as required.</p>
(B) Case Management/ Counselling & Education Services	<p>Undertakes service or program delivery, liaison & communication with clients during complex problem resolution involving multiple service or program delivery methods.</p> <p>Good understanding of the range of client requirements and an understanding of the client's unique needs.</p> <p>Makes recommendations regarding the full range of practical service or program delivery solutions available.</p>
8. Experience/Qualifications	<p>Minimum knowledge and experience is equivalent to Certificate III in Welfare Studies.</p>

Indicative competencies of a Community Services Worker Grade 3 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>Has a working knowledge of the mission and values of the organisation.</p> <p>Detailed knowledge of related work in other departments and how it impacts service delivery.</p> <p>Has extensive knowledge of the full range of community and welfare</p>

	service or program delivery activities.
2. Leadership (supervisory/professional and management)	<p>Work is subject only to general supervision.</p> <p>May lead a small team or group.</p> <p>Identifies learning and development needs of team members.</p> <p>Assists with the forma/supervision and practical learning of less experienced team members.</p> <p>Assists in prioritising others work.</p> <p>Provides a high level of service or program delivery for clients with a variety of complex requirements.</p>
3. Interpersonal Skills/Communication	<p>Deals regularly with correspondence or inquires from other agencies and/or external bodies.</p> <p>Can assist others to resolve conflict.</p> <p>Effectively collaborates and networks effectively with allied services.</p>
Problem Solving	<p>Provides a reference point based on expertise gained through years of experience and/or qualifications.</p> <p>Advice and assistance is provided for using precedent and knowledge of past complex issues.</p>
	<p>Using mature judgement able to interpret agency policy within guidelines.</p> <p>Participates in providing solutions to complex management problems associated with specific areas of responsibility.</p>
5. Legislation/Standards/Documentation	<p>Adheres to: All relevant government legislation eg, OH & S, Disability Services Act, Disability Service Standards and Child Protection laws etc.</p> <p>Recommends changes to quality procedures, including documentation, and standards that impact across other work areas.</p> <p>Understands and complies with legislation and standards in accordance with organisational policy.</p> <p>May be required to conduct training.</p>
6. Service Delivery Support	<p>Prepares reports for management where liaison with other areas is involved.</p> <p>Develops complex filing and classification systems.</p> <p>Deals with correspondence.</p> <p>May assist with preparation of public relations material and event/launch preparation or may assist with the implementation of fundraising plans.</p>
	<p>May administer departmental budgets, manage small projects and administer large projects</p>
7. (A) Accommodation/Residential Services and/or	<p>Assists clients with a variety of complex requirements.</p> <p>Adhere to duty of care and procedural fairness principles</p> <p>Supports clients' access to community service and/or assists in organising outings.</p> <p>Gathers and disseminates information about community facilities to clients and community educators.</p> <p>Assists with research, development and evaluation of programs.</p>

	Administer medications.
(B) Case Management/ Counselling and Education Services	<p>May coordinate day-to-day operations.</p> <p>Undertakes service or program delivery, liaison and communication with clients in respect to a variety of complex problem resolutions involving multiple service or program delivery methods.</p> <p>Sound working knowledge of the range of client requirements and an understanding of the client's unique needs.</p> <p>Provides complex education opportunities for clients.</p>
8. Experience/Qualifications	<p>Makes recommendations regarding the full range of practical service or program delivery solutions available.</p> <p>Desirable qualifications are equivalent to Tertiary certificate eg, Associate Diploma or post-trade (skilled) qualifications requiring knowledge of theoretical principles or equivalent work experience.</p>

Indicative competencies of a Community Services Worker Grade 4 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>Has a comprehensive understanding of the mission and values of the organisation including historical context.</p> <p>Has a comprehensive knowledge of the full range of service or program delivery activities and a sound working knowledge of client requirements and stakeholder relationships.</p>
2. Leadership supervisory/ Professional and management	<p>Provides formal operational supervision of a team.</p> <p>Ensures learning and development needs of team members are identified.</p> <p>Ensures time and resources are available for learning and development.</p> <p>Observes team member's work, assesses performance and evaluates team member's knowledge of relevant techniques and legislation and organisation requirements.</p>

3. Interpersonal Skills/ Communication	<p>Drafts letters/reports on complicated issues where some liaison with other departments is involved.</p> <p>Prepares complex management reports.</p> <p>Effectively handles complex, sensitive inquiries from a range of people including professionals. Is an effective management team member.</p> <p>Conduct training sessions, and ensures currency and relevance of material and resources.</p>
4. Problem Solving	<p>Provides problem solving expertise on a wide range of issues.</p> <p>Applies advanced problem solving and decision making tools.</p> <p>Using mature judgement able to interpret sector wide programs policy</p>

	within guidelines.
5. Legislation/Standards/Documentation	<p>Ensures adherence to all relevant legislative requirements eg. OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Actively promotes and delivers programs "with and through" people and other organisations.</p> <p>Ensures delivery of services within the guidelines provided by the organisation.</p> <p>Contributes to the development of new programs relevant to the area or local community. Recommends changes to quality procedures, including documentation, and standards that impact across own or other work areas. Implements approved recommendations.</p>
6. Service Delivery Support	<p>Assists with review and/or development, implementation and monitoring of specific functional policies and procedures.</p> <p>Develops and/or implements new administrative systems.</p> <p>Prepares reports for management.</p> <p>Demonstrates confidentiality with correspondence relating to sensitive issues.</p> <p>Gives standard presentations.</p> <p>Deals with non-routine correspondence from other agencies, bodies, client managers, and company managers.</p> <p>Develops public relations material and undertakes event/launch preparations.</p> <p>May manage small projects and administer large projects.</p> <p>Inputs to budget preparation, monitors cost controls and takes appropriate action as necessary.</p>
7. (A) Accommodation/Residential Services	<p>Manages the operations for a single location.</p> <p>Management of a mix of other roles up to CSW Grade 3 within a single location.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p>

and/or	<p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Arranges formal medication assessments as required.</p> <p>Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies.</p> <p>Signs and takes responsibility for payroll, stores, equipment replacements.</p> <p>Negotiates minor contracts.</p> <p>Administers approved budget.</p>
--------	--

	Submits regular progress reports.
7. (B) Case Management/ Counselling & Education Services	<p>Ensure effective service or program delivery, liaison and communication with clients in respect to the full range of problem resolutions involving multiple service or program delivery methods.</p> <p>Sound working knowledge of the range of client requirements and ensures that the unique needs of clients are understood and appropriate practical solutions are provided.</p> <p>Ensures effective education assistance is provided.</p> <p>Ensures information about community facilities is available to clients and community educators.</p>
8. Experience/Qualifications	Equivalent to higher diploma or 3 year degree or equivalent work experience.

Indicative competencies of a Community Services Worker Grade 5 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>A comprehensive understanding of the organisation including: philosophy, mission and values, Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Plans.</p> <p>Understands the role and organisation of other providers, relevant government bodies, legislation and relevant legal requirements.</p>
2. Leadership (supervisory/ Professional and management)	<p>Effective leadership of multiple teams OR effectively perform as team member OR able to work independently as a sole operator, Performs professional level tasks with a thorough and advanced competence.</p> <p>Effective leadership of change.</p> <p>Develops work group plans. Ensures deadlines and service standards are met.</p>
3. Interpersonal Skills/ Communication	<p>Superior verbal and written communication.</p> <p>Capacity to express ideas effectively in individual and group situations.</p> <p>High degree of interaction with peers and team members including mentoring and peer support.</p> <p>Influence and liaise professionally with others across the organisation and with professionals of external organisations.</p> <p>Negotiates professional matters.</p>
4. Problem Solving	<p>Investigates specific current professional/technical knowledge and applicability to requirements.</p> <p>Exercises judgment to assess situations and recommend effective solutions to specific issues.</p> <p>Identifies issues requiring innovative or creative solutions.</p> <p>Assists in the development and implementation of such solutions.</p> <p>Involved in research and evaluation of the impact of research for systems, interventions, programs and services.</p>
5. Legislation/Standards/	Ensures compliance with relevant legislation and standards eg, OH&S,

Documentation	<p>Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Meets assigned deadlines and agreed program/service delivery standards and may participate in the review and development of standards and associated documentation.</p> <p>Participates in peer review in relation to other programs/service outcomes.</p>
6. Service Delivery Support	<p>Has substantial professional knowledge of relevant organisation and government policies and programs.</p> <p>Plans, develops and/or reviews components of systems, business plans, projects, policies and programs.</p> <p>Ensures effective preparation and administration of budgets.</p> <p>Ensures effective administration including purchases, equipment, payroll, budget preparation.</p>
7. (A) Accommodation/ Residential Services and/or	<p>Manages the operations for 2 or more locations, including the management of a mix of roles up to CSW Grade 4 performing similar activities.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p> <p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Organises formal medication assessments.</p> <p>Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies.</p> <p>Signs and takes responsibility for payroll, stores, equipment replacements.</p> <p>Negotiates medium sized contracts.</p> <p>Submits regular progress reports.</p>
(B) Case Management/ Counselling & Education Services	<p>In depth knowledge of a number of diverse practice areas and is capable of effective interventions.</p> <p>Has an explicit knowledge of a number of assessment, interventions and service delivery areas.</p> <p>Draws on a number of methodologies and techniques, to achieve successful outcomes.</p> <p>Deals with enquiries from, and follows up, straight forward professional issues with relevant stakeholders.</p> <p>Handles complex case management.</p> <p>Develops service delivery agreements with senior professionals and clients for the achievement of particular goals and participates in and leads professional team meetings as necessary.</p>
8. Experience/Qualifications	<p>Has a degree or equivalent in a relevant professional area and/or</p> <p>Substantial professional experience in relevant field.</p>

Indicative competencies of a Community Services Worker Grade 6 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>A comprehensive understanding of the organisation including: philosophy, mission and values; Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Strategic Plans.</p> <p>Understands the various environments in which the organisation operates eg. social, financial, political etc.</p> <p>Understands the objectives of the organisation and the financial imperatives under which it operates.</p> <p>Understands related State, national and international organisations.</p>
2. Leadership (supervisory/ professional and management)	<p>Provides technical leadership of other people classified at a lower grade involved in complex program/service/project delivery and/or systems work.</p> <p>Monitors progress and ensures program/project delivery agreements are met. Responsible for the development of team members. OR Individually, or as a team member, undertakes complex and/ or medium size programs/service/projects delivery and/or administers complex systems requiring advanced experience at either the Principal Specialist level in a sub discipline, or, at the Starting Specialist level in a discipline.</p>
3. Interpersonal Skills/ Communication	<p>Able to influence relevant professional and management on the more complex and sensitive issues.</p> <p>Collates relevant information and conducts effective presentations to internal/external organisations.</p> <p>Pro-actively identifies opportunities for, develops and maintains long term, effective service delivery relationships.</p> <p>Initiates and/or encourages actions which meet/exceed service delivery expectations.</p>
4. Problem Solving	<p>Identifies problems with the potential to adversely impact on major service delivery areas and identifies options.</p> <p>Uses advanced professional/technical practices to solve problems.</p> <p>Provides appropriate reports and recommendations to management and relevant groups as required.</p>
	<p>Investigates specific current professional/technical knowledge and applicability to requirements.</p> <p>Writes and researches relevant professional/technical material.</p> <p>Conducts cost/benefit analyses, evaluates alternatives and recommends solutions.</p> <p>May formulate evaluation review process and technical research.</p>
5. Legislation/Standards/ Documentation	<p>Assists in the resolution of major or atypical, complex legislation, standards, including documentation, issues that impact across the organisation.</p> <p>Participates in the alignment of practices with legislation, standards and</p>

	relevant organisation policies.
6. Service Delivery Support	<p>Utilising specialist level skills, integrates the relevant components of Commonwealth and State government legislation, policies and programs with specific systems, business plans, policies and programs.</p> <p>Undertakes complex administrative systems, business plans, projects, policy and program development and/or review.</p> <p>Assists with strategic system, project planning, policy and program development and/or review work.</p>
7. (A) Accommodation/Residential Services and/or (B) Case Management/ Counselling & Education Services	<p>High level of responsibility for and/or involvement in the management of the operations for multiple comp/ex services environments or large complex facility.</p> <p>Management of a mix of roles up to CSW Grade 5 spread over a number of locations and where the provision of services are complex, or located at a large complex facility.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p> <p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Ensures effective education assistance is provided.</p> <p>Ensures information about community facilities is available to clients and community educators.</p> <p>Performs formal medication assessments.</p> <p>Consulted by others in area of professional knowledge.</p> <p>Provides professional services in circumstances requiring effective coordination of complex issues eg. legal.</p> <p>Undertakes professional practice supervision.</p> <p>Is consulted by other professionals on complex cases, providing advice and training.</p> <p>Deals with enquiries from, and follows up complex technical/professional issues with relevant organisations, including State, national and international organisations.</p>
	<p>Coordinates the implementation of specific assessment and intervention activities and resolves problems with other areas of the organisation.</p> <p>Manages complex referral issues.</p>
8. Experience/Qualifications	<p>Desirable to have post graduate experience in a relevant field.</p> <p>May have post graduate qualifications in a related specialist area.</p> <p>Has complex evaluation, assessment, intervention and Program experience.</p>

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

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.