

**Kyeema Support Services Inc**

**ENTERPRISE AGREEMENT 2023**

## **1 Name of this Agreement**

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This agreement will be known as the *Kyeema Support Services Inc Enterprise Agreement 2023 (Agreement)*.

## **2 Operation of this Agreement**

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This Agreement starts to operate 7 days after it is approved by the Fair Work Commission and has a nominal expiry date of 3 years from the date of approval.

## **3 Table of Contents**

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#### 4 Who this Agreement Covers

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##### 4.1 This Agreement covers:

- (a) Kyeema Support Services Inc (ABN 28 553 192 702) (**Kyeema Support Services**);
- (b) Kyeema Support Services Inc employees whose roles are defined in Appendix 2 (Classification Definitions) (**employees**);
- (c) Health Services Union (Victoria) No. 2 Branch, trading as the Health and Community Services Union (**HACSU**);
- (d) Any persons or organisations noted by the Fair Work Commission at the time of the Agreement's approval as being covered by the Agreement.

This Agreement does not cover supported employees who are employed in one of the employer's supported employment disability enterprises – such employees are covered by the *Supported Employment Services Award 2020*, as amended from time to time.

#### 5 Other Instruments

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This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces and operates to the exclusion of any other Award or Agreement.

This Agreement contains terms that are also matters under the National Employment Standards (NES) of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the Act. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an

inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

Subject to the terms of this Agreement, the clauses of the Award set out in Appendix 1 are incorporated into this Agreement, as varied from time to time. Where there is any inconsistency with a term of the Award in Appendix 1 and a term in the main body of this Agreement, the term in the main body of this Agreement prevails.

Any Schedules and Appendices attached to this Agreement form part of the Agreement.

## 6 Definitions

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**Act** means the *Fair Work Act 2009* (Cth).

**Active intervention** means work conducted by an employee during a sleepover, whereby the employee is required to get out of bed and interact actively with a participant. It does not include instances where an employee wakes due to a noise or light interruption, for instance, requiring no intervention on the part of the employee.

**Evening shift** means any shift which finishes after 8:00pm and at or before 12:00 midnight Monday to Friday.

**Anniversary year** means a period of 12 months continuous employment initially commencing from the date of appointment (date employee commences employment with Kyeema Support Services Inc).

**Award** means the *Social, Community, Home Care and Disability Services Industry Award 2010*.

**Base Rate of Pay** means the rate of pay payable to the employee for their ordinary hours of work but not including any of the following: incentive-based payments and bonuses, overtime or penalty rates, shift and other loadings, monetary allowances or any other separately identifiable amounts.

**Commission** means the Fair Work Commission.

**Disability Services work** means the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability within Kyeema Support Services Inc premises or in a community and/or residential setting including respite centre and day services.

**Employee** has the meaning provided in clause 4.1(b) of this Agreement.

**HACSU** means the Health Services Union (Victoria) No. 2 Branch, trading as the Health and Community Services Union.

**Household** means a group of people (not necessarily related), including an employee, who live at the same address and share some living arrangements, such as a shared living room or some shared meal arrangements.

**Immediate family** is an employee's spouse or de facto partner, child (including an adopted child, step child, adult child, permanent care child or foster child), parent, grandparent, grandchild, sibling; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.

**NES** means the National Employment Standards in the Act.

**Night shift** means any shift which finishes after 12:00 midnight or commences before 6:00am Monday to Friday.

**On Call** means a period an employee is required to be available outside of a normal rostered shift.

**Ordinary hours** means the number of hours worked in a day which average 38 hours per week, as defined in clause 9.1(a), or less than 38 hours per week for part time employees. Ordinary hours are advised on commencement of employment or when there is a change to shift/work patterns.

**Participant** means a person with a disability who is a recipient of services provided by Kyeema Support Services Inc

**Public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

**Regulations** means the *Fair Work Regulations 2009* (Cth).

**Shiftworker** means an employee who meets all of the following criteria:

- works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions;
- works shifts in accordance with clause 12;
- is employed in an enterprise in which shifts are continuously rostered 24 hours a day, 7 days a week;
- is regularly rostered to work those shifts; and
- regularly works on Sundays and on public holidays.

## 7 Types of employment

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- (a) Kyeema Support Services Inc may employ an employee on a permanent, temporary or fixed term basis, in a role which is full-time or part-time; or on a casual basis, in accordance with this clause. Kyeema Support Services Inc will advise the employee in writing of the basis of engagement at the commencement of employment.
- (b) **Full-time employment** means employment involving a regular pattern of hours that average 38 hours per week.
- (c) **Part-time employment** means employment involving a regular pattern of hours that average less than 38 hours per week with reasonably predictable hours.
- (i) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (ii) Part-time employees will receive the following minimum number of hours, at the appropriate rate for each engagement: 2 hours.
- (iii) Subject to the rostering provisions of the Agreement, before commencing employment, Kyeema Support Services Inc and an employee will agree in writing on:
- (A) A regular pattern of work including the number of hours to be worked each week; and
- (B) The days of the week the employee will work and the starting and finishing times each day
- (iv) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.
- (v) The agreement made pursuant to clause 7(c)(iii) may subsequently be varied by agreement between Kyeema Support Services Inc and the employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (vi) All leave conditions, as provided in this Agreement, shall apply to part-time employees at the pro rata rate.
- (vii) Employees may request annually in writing to have their contracted hours reviewed where they are consistently working in excess of their contracted hours. Any decision to change a part-

time employee's contracted hours will include the following considerations as part of the decision-making process:

- Whether the increase in hours is a direct result of other employees being absent on leave, for example, annual leave, long service leave, maternity leave, workers compensation; or
- Whether the increase in hours is temporary as a result of temporary operational changes, for example a temporary change in client needs.

(viii) Any change in contracted hours resulting from the review should reflect roster cycles utilised in the workplace.

(d) **Casual employees** will receive:

- (i) The hourly rate of pay as provided for in clause 10.2 of this Agreement. Casual employees will also be paid a casual loading of 25% of the hourly rate to compensate for entitlements not received as a casual employee, including paid personal/carer's and annual leave and other entitlements attaching to permanent employment.
- (ii) Other benefits in accordance with clauses 12, 13, 25 and 26 of this Agreement.
- (iii) A minimum of 2 hours pay, at the appropriate rate, for each engagement regardless of the actual duration of engagement.

(e) **Casual employees** are not entitled to the benefits associated with permanent employment including paid leave, redundancy or severance pay or notice of termination of employment.

(f) **Casual employees** who:

- (i) have been employed by Kyeema Support Services Inc for a period of 6 months beginning the day the employment started;
- (ii) have worked a regular pattern of hours on an ongoing basis for at least the last 6 months; and
- (iii) could continue working these hours as a full-time or part-time employee without significant adjustment;

will receive a written offer from Kyeema Support Services Inc to convert to permanent employment within 21 days of the employee's 6 month anniversary, subject to clause 7(i).

(g) The written offer in clause 7(f) must be for the employee to convert to:

- (i) full-time employment, if the employee's hours worked for at least the last 6 months have been the same as full time hours per clause 7(b); or
- (ii) part-time employment (consistent with the employee's regular pattern of hours worked for at least the last 6 months), if the employee's hours worked for at least the last 6 months have been less than full-time hours.

(h) To accept an offer to convert per clause 7(f), employees must respond to Kyeema Support Services Inc, in writing within 21 days of receiving the offer. If the employee does not respond within the timeframe, Kyeema Support Services Inc will assume that the employee has declined the offer. If an offer is accepted, the conversion to full-time employment or part-time employment has effect for all purposes.

(i) Kyeema Support Services Inc may decide not to offer casual conversion if:

- (i) the employee has not worked a regular pattern of hours:
  - (A) on an ongoing basis for at least the last 6 months; or

- (B) which they could continue working as a full-time or part-time employee without significant adjustment; or
- (ii) Kyeema Support Services Inc has reasonable grounds for not making the offer. Reasonable grounds must be based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer. Reasonable grounds may include, but are not limited to circumstances in which:
  - (A) in the next 12 months:
    - (1) the employee's position will not exist;
    - (2) the employee's hours of work will significantly reduce;
    - (3) the employee's days or times of work will significantly change, and the change cannot be accommodated within the employee's available days or times for work;
  - (B) making the offer would not comply with a recruitment or selection process required by law;
  - (C) Kyeema Support Services Inc would have to make a significant adjustment to the employee's work hours for them to be employed full-time or part-time.
- (j) If Kyeema Support Services Inc decides not to offer casual conversion in accordance with clause 7(i) to an employee otherwise eligible under clause 7(f), Kyeema Support Services Inc must provide written notice to the employee within 21 days after the 6 month anniversary that:
  - (i) the employee will not be offered casual conversion; and
  - (ii) the reasons for not making the offer.
- (k) A casual employee meeting the requirements in clause 7(f)(i) – (iii) can make a request to Kyeema Support Services Inc to convert to permanent employment from 21 days after their 6 month anniversary. Casual employees who believe they are eligible to become a permanent employee can make a request for conversion every 6 months.
- (l) A casual employee is not eligible to make a request per clause 7(k) if, in the last 6 months:
  - (i) they have refused an offer from their employer to convert to permanent employment; or
  - (ii) Kyeema Support Services Inc has provided a written notice in accordance with clause 7(j), unless the employee did not receive an offer of conversion because they had not worked a regular pattern of work in the 6 months before their earlier request, but they have since met this requirement.
- (m) **Fixed term or task employment** will only be used for genuine fixed term or task arrangements, on either a full-time or part-time basis, in order to satisfy a particular operational need including but not limited to special projects, refresher courses, long term Work Cover and defined leave such as parental leave, annual leave and long service leave, and services with fixed term funding. The start and end dates of a fixed term period of employment will be detailed in the employee's written contract of employment.
- (n) Kyeema Support Services Inc may initially engage a full-time or part-time employee for a period of probationary employment, for the purpose of determining the employee's suitability for ongoing employment. The maximum duration of the probationary period will be 6 months unless a longer period or an extension to the original period is reasonable in the circumstances. Probationary periods of employment will count as continuous service of the employee for all purposes.

## **8 Pre-employment requirements**

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Employment with Kyeema Support Services Inc is dependent upon satisfactory pre-employment checks and, where required (as guided by legislation and funding body contractual requirements), checks throughout the course of employment.

- (a) Any applicable pre-employment checks, including the NDIS Worker Screening Check, will be paid for prior to employment by the prospective employee and on renewal. If any pre-employment check reveals a disclosable court outcome, the employee is responsible for any costs associated with obtaining further details regarding the outcome in order to meet the screening requirements of the relevant funding body.
- (b) Working With Children (WWC) checks are required by Kyeema Support Services Inc and will be paid by the employee, both prior to employment and on renewal.
- (c) Level 2 First Aid Certificate will be paid by support worker employees, prior to employment and Kyeema Support Services Inc will pay for renewals where applicable.

## **9 Hours of Work and Rosters**

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### **9.1 Ordinary hours of work**

- (a) The ordinary hours of work for a full-time employee shall be 38 hours per week, or an average of 38 hours per week and will be worked either:
  - (i) in a week of five days in shifts not exceeding eight hours each;
  - (ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
  - (iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- (b) Notwithstanding clause 9.1(a), no more than 76 hours will be worked in any two consecutive weeks within a 4-week period, and no more than 48 ordinary hours will be worked in any one week.
- (c) By agreement, the ordinary hours in clause 9.1(a) may be worked up to 10 hours per shift.

### **9.2 Span of hours**

- (a) Day worker: The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- (b) Shiftworker: A shiftworker is an employee who works shifts as defined in clause 6.
- (c) Subject to their engagement, employees will work according to a roster which may include evenings, weekends and public holidays. Employees may also be required to work reasonable additional hours on any day, including weekends and public holidays, as determined by operational requirements (see clause 11.1). A roster of at least fourteen days duration setting out employees' daily working hours, commencing and finishing times will be provided to each employee and posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by employees.

### **9.3 Rostered days off**

Employees, other than where mutually agreed, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

### **9.4 Rest breaks between rostered work**



- (a) An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;
- (b) Notwithstanding the provisions of clause 9.4(a), by agreement between the employee and Kyeema Support Services Inc, the break between:
  - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
  - (ii) the shift commencing after the end of a shift contiguous with a sleepover;
 may not be less than eight hours.
- (c) There need be no minimum break at all in situations where an employee has undertaken a sleepover shift which has required no or minimal active interventions (as defined in clause 6) and elects to work a shift at some stage following that sleepover.

## **9.5 Rosters**

- (a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, or any electronic means of communication.
- (c) It is not obligatory for Kyeema Support Services Inc to display any roster of the ordinary hours of work of casual or relieving staff.

## **9.6 Change in roster**

- (a) Subject to clause 9.6(b), seven days' notice will be given of a change in a roster.
- (b) This clause will not apply where:
  - (i) a full-time or part-time employee agrees to a change in roster; or
  - (ii) a part-time employee is offered, and agrees to, additional ordinary hours of work to their contracted minimum; or
  - (iii) to enable the service of the organisation to be carried on where another employee is absent from duty on account of an illness, or in an emergency; or
  - (iv) a participant cancels, reschedules or otherwise changes, their scheduled service requirement within 7 days of the service, such that an employee is not required at the rostered time. In such a case:
    - (A) If a service is cancelled, Kyeema Support Services Inc will either:
      - (1) direct the employee to perform other work during those hours;
      - (2) cancel the whole shift; or
      - (3) cancel the affected part of the shift.
    - (B) If a shift is cancelled, Kyeema Support Services Inc will either:
      - (1) pay the employee the amount they would have been paid if they had worked; or
      - (2) provide the employee with make-up time, which is the same amount of hours of work at another time. The make-up time can be worked with participants other than the participant who cancelled the original service or

in other areas of the business provided the employee has the skills necessary to perform the work.

- (C) If the employee is offered make-up time, Kyeema Support Services Inc will:
- (1) comply with the consultation requirements under this Agreement;
  - (2) provide at least 12 hours' notice of the cancellation of the original shift; and
  - (3) provide at least 7 days' notice for the new shift, unless otherwise agreed with the employee; and
  - (4) ensure that the make-up time is worked by the employee within 6 weeks of the cancelled service.
- (D) If Kyeema Support Services Inc does not comply with the notice requirements contained in clause 9.6(b)(iv)(C)(2), the employee will be paid for the original shift.

### 9.7 Broken shifts

This clause only applies to social and community services employees when undertaking disability services work and home care employees.

- (a) Broken shift with 1 unpaid break:
- (i) An employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
  - (ii) An employee rostered to work a broken shift with 1 unpaid break will be paid a broken shift allowance in accordance with clause 13.9(a) and Appendix 1 of this Agreement.
- (b) **Agreement to work a broken shift with 2 unpaid breaks:**
- (i) An employer and an employee may agree that the employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).
  - (ii) An agreement must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under clause 7 (c) or subsequently varied.
  - (iii) An employee who works a broken shift with 2 unpaid breaks will be paid a broken shift allowance in accordance with clause 13.9(b) and Appendix 1 of this Agreement.
- (c) Where a break in work falls within a minimum payment period in accordance with clause 7 (c) (ii) and 7 (d) (ii) then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 25.6(a)(i) or clause 25.6(b)(i) of the Award, as varied from time to time.
- (d) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 11 Overtime, 12 Shift Allowances and Weekend Penalty Rates and 27 Public Holidays.
- (e) An employee must be paid the shift allowances in accordance with clause 12 Shiftwork in relation to work performed on a broken shift, provided that:
- (i) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift (as defined).
  - (ii) The night shift allowance is not payable for work performed on a night shift that commences before 6:00am.

Example: If an employee performs work on a broken shift from 9:00am to 11:00am (first period of work) and then from 5:30pm to 8:30pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

- (f) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (g) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **9.8 Sleepovers**

- (a) A sleepover means when Kyeema Support Services Inc requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not an excursion pursuant to clause 9.9.
- (b) The provisions in clauses 9.5 and 9.6 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in clause 9.6(a) but only with reasonable cause.
- (c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (d) The employee will be entitled to a sleepover allowance in accordance with clause 13.1 and Appendix 1 of this Agreement for each night on which they sleep over at the Kyeema Support Services Inc premises, or at any location as required by the activity being undertaken with the participant.
- (e) In the event of the employee on sleepover being required to perform work during the sleepover period, including an active intervention, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work. In situations where active interventions are required, the employee will record the start and end times of the active intervention(s), and the details of the work conducted.
- (f) In situations where an employee has had insufficient sleep during a sleepover due to interruptions described in 9.8(e), Kyeema Support Services Inc will not require the employee to work their next rostered shift if the start time of that shift does not allow the employee sufficient rest time. If an employee's rostered shift is cancelled in these circumstances, the employee will be paid for their rostered hours as if they had worked the shift.
- (g) Kyeema Support Services Inc may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. This four-hour minimum period may be in one block either before or after the sleepover, or may be split either side of the sleepover. An employee may however, request a lesser time period for this purpose, and, if agreed to by Kyeema Support Services Inc, that lesser time will be rostered either side or split on both sides of a sleepover for that employee. The payment prescribed by 9.8(d) will be in addition to the minimum payment prescribed by this subclause.
- (h) The dispute settlement procedure in clause 32 will be used to resolve any disagreements relating to sleepovers.

## **9.9 Excursions**

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions:
  - (i) Payment at the ordinary rate of pay for time worked between the hours of 8:00am to 6:00pm Monday to Friday up to a maximum of 10 ordinary hours per shift.

- (ii) Payment of sleepover allowance in accordance with the provision of clause 13.1.
- (b) Weekend excursions: Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two-week cycle, including that weekend, will not exceed 10 days/shifts. Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 12.2 and the casual loading prescribed in clause 7 (d)(i), and are not applicable to overtime hours worked on a Saturday or a Sunday.

### **9.10 Daylight Savings**

- (a) If an employee works on a shift during which time changes because of the introduction or cessation of daylight savings, that employee will be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight savings.

## **10 Classifications and Rates of Pay**

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- 10.1** Subject to the terms of this Agreement, classifications will be in accordance with Appendix 2, which covers all employees of Kyeema Support Services Inc as either Social & Community Services employees or disability enterprise employees.
- 10.2** Rates of pay will be in accordance with the Award clause 15 – Minimum weekly wages for social and community services employees, as varied from time to time, and will apply to all employees covered by Appendix 2.
- 10.3** Classifications and rates of pay for trainees will be in accordance with the Award Schedule G – National Training Wage, as varied from time to time.

## **11 Overtime**

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### **11.1 Reasonable overtime**

- (a) Kyeema Support Services Inc may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime if the request by Kyeema Support Services Inc is unreasonable (as defined in the NES) including by having regard to:
  - (i) any risk to the employee's health and safety from working the overtime hours;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) the needs of Kyeema Support Services Inc;
  - (iv) any notice given by Kyeema Support Services Inc to work the overtime hours;
  - (v) any notice given by the employee of their intention to refuse to work the overtime hours;
  - (vi) the nature of the employee's role and level of responsibility;
  - (vii) the usual patterns of work in the industry
  - (viii) any other relevant matter.

- (c) An entitlement to overtime will only arise where the employee is requested by Kyeema Support Services Inc to work such overtime or the overtime is validly authorised by Kyeema Support Services Inc in advance of being worked and recorded. In the event of an emergency to ensure care of a participant, overtime may be authorised by Kyeema Support Services Inc after it has been worked.

## 11.2 Overtime Rates

- (a) Employees will be paid overtime for hours worked outside of ordinary hours in accordance with the Award.
- (b) To the extent allowed by clause 11.2(a), when calculating overtime consideration is given to the following:
  - (i) Excess hours worked on a shift basis.
  - (ii) Anything over 76 hours per fortnight. Regardless of where the overtime falls, overtime is paid on anything over 76 hours per fortnight that hasn't already had overtime applied to it and isn't a Saturday or Sunday ordinary shift.
  - (iii) Overtime is not payable for ordinary hours worked on Saturdays or Sundays.

### (c) Full-time Employees:

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- (i) for all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- (ii) for all authorised overtime on a Saturday and Sunday, payment will be made at the rate of double time;
- (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
- (iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums and Saturday and Sunday work premiums prescribed in clause 12.

### (d) Part-time Employees and Casual Employees:

- (i) All time worked by part-time or casual employees in excess of 76 hours per fortnight will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time or casual employees in excess of 10 hours per day will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 11.2(d)(ii) will, subject to clause 11.2(d)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).

- (e) Overtime rates payable under clause 11.2 will be in substitution for and not cumulative upon:

- (i) the shift premiums prescribed in clause 12; and
- (ii) the casual loading prescribed in clause 7(d)(i)

and are not applicable to ordinary hours worked on a Saturday or a Sunday.

**(f) Six consecutive shifts**

Any full or part time employee who is required to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until the employee has been given 24 hours off duty. For the purpose of this clause a period of work which includes a sleepover shall be deemed to be one consecutive period of duty.

**11.3 Time off instead of payment for overtime**

An employee and Kyeema Support Services Inc may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee, should that be the request of the employee.

Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.

If such a request is made by the employee, and is agreed to by Kyeema Support Services Inc, the arrangement will be made on the following basis:

- (a) Time off instead of payment for overtime is to be taken at a time or times agreed to by the employee and Kyeema Support Services Inc, provided that it is taken within the period of 3 months after the overtime is worked. In the absence of an agreement, or if the time off has not been taken within the 3 month period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- (b) If the employee requests, at any time, to be paid for overtime covered by the agreement under clause 11.3, but not taken as time off, Kyeema Support Services Inc will pay the employee for the overtime:
  - (i) in the next pay period following the request;
  - (ii) at the overtime rate applicable to the overtime when worked; and
  - (iii) based on the rates of pay applying at the time payment is made.
- (c) An employee may request to take time off at a time or times specified in the request or to be subsequently agreed by Kyeema Support Services Inc and the employee, instead of being paid for overtime worked by the employee. If Kyeema Support Services Inc agrees to the request then clause 11.3 will apply, including the requirement for separate written agreements for overtime that has been worked. Kyeema Support Services Inc may only refuse a request made in accordance with clause 11.3(c) on reasonable business grounds.
- (d) Kyeema Support Services Inc will keep a copy of any agreement under clause 11.3 as an employee record.
- (e) The period of time to be taken off will be equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred.
 

Example: By making an agreement under clause 11.3, an employee who worked 2 overtime hours is entitled to take 3 hours' time off.
- (f) An employee cannot be unduly influenced or unduly pressured to take or not take time off instead of overtime.
- (g) If, on termination of an employee's employment, time off for overtime worked by the employee to which clause 11.3 applies has not been taken, Kyeema Support Services Inc will pay the employee for the overtime owing at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

**11.4 Additional requested overtime hours to 'flatten' variable rostered-hours weeks**

If a casual or part-time employee requests available additional hours, and by working those additional hours would incur overtime rates for at least some of those hours, that employee may elect to be paid for those additional hours at the ordinary hours rate of pay and claim remuneration for those hours in a following pay period in which they expect to have fewer hours.

Example: An employee who has already worked 74 hours in a fortnight (fortnight A) elects to work an additional 6-hour shift in that week and requests that those hours be included in their pay for the subsequent fortnight (fortnight B) in which they are expecting shifts totalling 22 hours. Should Kyeema Support Services Inc agree to that request, the employee will be paid 74 ordinary hours in fortnight A, in addition to any shift, weekend penalty or other rates which might apply under this Agreement. The employee will be paid 28 ordinary hours, in addition to any shift, weekend penalty or other rates which might apply under this Agreement, for fortnight B.

### **11.5 Rest period after overtime**

- (a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any shift and the commencement of their ordinary work on the next shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If, on the instructions of Kyeema Support Services Inc, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

### **11.6 On-call**

- (a) In addition to the ordinary hours of work employees may be rostered to be on call.
- (b) Where an employee is rostered on call (i.e. available for recall to duty) the employee will be provided with a Kyeema Support Services Inc mobile telephone and be paid, in addition to any other amounts, an allowance in accordance with clause 13.2 of this Agreement.:
- (c) During the on-call period employees are expected to record time spent in hours/minutes responding to Kyeema Support Services Inc matters via the phone. For example: 'call at 3:00am for 5 minutes regarding ...'.
- (d) When an employee is required to be on-call and is paid the on-call allowance for such, he/she is expected to deal with any telephone calls from the workplace which are relatively minor and/or quickly dealt with, and to also make 'check-in' contact as appropriate, and as required, with the staff member(s) on duty. In circumstances when an on-call employee is required to attend to more substantial issues at the workplace over the phone, without needing to return to work, payment for that work, in addition to the on-call allowance, will be made at the applicable overtime rate under this Agreement, subject to subsequent discussion with the relevant supervisor, with a minimum of one hour's pay for each period of such time worked. Where the employee is required to attend to one or more subsequent telephone calls relating to substantial issues within the same one (1) hour period, such interventions shall be considered part of, and an extension of the original intervention. In situations where there is disagreement arising from such a situation, the matter will be resolved through the dispute settlement procedure in clause 32.

For example:

Substantial issue call 1 – 3:00am for 2 minutes. Call 2 – 3:15am for 5 minutes. Call 3 – 3:30am for 2 minutes. Pay 1-hour overtime.

Substantial issue call 4 – 4:15am. Pay 1-hour overtime.

Total overtime payable whilst on-call = 2 hours.

- (e) The maximum number of hours claimed for all substantial issue telephone calls whilst on-call that do not require attendance at the workplace cannot be greater than the total length of the on-call period.

For example, where an employee is rostered on call for 8 hours, the maximum claim for telephone call activity cannot exceed 8 hours (paid at overtime rates).

- (f) These overtime hours will be paid in accordance with the overtime rules (for example, on a weekday, full time employees are paid 150% of their ordinary rate for the first two hours of overtime and 200% thereafter). The payment stands alone (for example, the overtime is not treated as part of the shift overtime and is not included in the calculation of fortnightly overtime hours worked).
- (g) Where recalled to work and the employee is required to attend a Kyeema Support Services Inc premise or other location as required to perform the required participant-based activity, the provisions in clause 11.7 apply.

### 11.7 Recall to work overtime

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

### 11.8 Rest break during overtime

- (a) An employee recalled to work overtime after leaving Kyeema Support Services Inc premises who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (b) In circumstances covered by clause 11.8(a), a meal allowance or allowances, as prescribed in clause 13.4, will be paid to the employee concerned.
- (c) An employee working authorised overtime immediately following the completion of their rostered hours, is entitled to the meal allowance provided by clause 13.4. If that employee is required to work overtime for more than four hours, the provisions of clause 11.8(a) will apply.

## 12 Shift Allowances and Weekend Penalty Rates

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- 12.1 No additional rates apply for work performed in shifts commencing after 6:00am and finishing before 8:00pm Monday to Friday.

### 12.2 Shift allowances (Monday to Friday)

- (a) An employee who works an **evening shift** will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a **night shift** will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (c) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover, other than where broken shifts are worked in accordance with clause 9.7.
- (d) For the avoidance of doubt, the shift allowances prescribed in this clause 12.2 do not apply to any hours worked on a weekend.

### 12.3 Weekend penalty rates (Saturday and Sunday)

- (a) Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time.
- (b) For the avoidance of doubt, casual employees will receive the weekend penalty rates prescribed in clause 12.3(a) in addition to the 25% casual loading prescribed in clause 7(d)(i).



- (c) These weekend rates penalty rates are not applicable to overtime hours worked on a Saturday or Sunday.
- 12.4** The maximum number of rostered night shifts of 10 ordinary hours that can be worked in a fortnight is 7. Up to 10 night shifts can be rostered in a fortnight, provided that those 10 shifts are not, in total, more than 76 ordinary hours, and no shift is more than 10 ordinary hours.

## **13 Allowances**

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### **13.1 Sleep Over Allowance**

A Sleep Over Allowance will be paid pursuant to clause 9.8 and Appendix 1 of this Agreement.

### **13.2 On-call Allowance**

An employee will be paid an on-call allowance, in accordance with clause 11.6 of this Agreement, and in accordance with clause 20.11 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.

### **13.3 Travel Allowance**

Where an employee is required and authorised by Kyeema Support Services Inc to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate detailed in clause 20.7 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.

### **13.4 Meal allowances**

- (a) An employee will be paid a meal allowance in accordance with clause 20.5 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.
- (b) In situations where an employee is required to accompany a participant on an outing which will involve joining that participant in a meal, as detailed in that participant's funding package, and where the participant is not paying for the employee's meal, therefore requiring the employee to purchase a meal in order to provide the required service for the participant, the employee will be paid a meal allowance in reimbursement of the employee's expense, up to a reasonable level. Such situations are expected to be rare.

### **13.5 First aid allowance**

First aid allowance will be paid to employees in accordance with clause 20.6 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.

### **13.6 Heat allowance**

Heat allowance will be paid to employees in accordance with clause 20.9 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.

### **13.7 Higher duties allowance**

Employees who are requested to perform the duties of another employee in a higher classification will be paid for the period for which the duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved, on the following basis:

- (a) for periods of two hours or less, the time so worked;
- (b) for periods in excess of two hours, a full day or shift.

### **13.8 High intensity supports**

When an employee is rostered to a High Intensity Support shift as agreed by the NDIS, the employee will be paid a High Intensity Support Allowance of \$2 per hour or part thereof.

**13.9 Broken shift allowance**

- (a) An employee required to work a broken shift with 1 unpaid break in accordance with clause 9.7(a) will be paid a broken shift allowance in accordance with clause 20.12 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.
- (b) An employee required to work a broken shift with 2 unpaid breaks in accordance with clause 9.7(b) will be paid a broken shift allowance in accordance with clause 20.12 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.

**14 Breaks**

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**14.1 Meal breaks**

- (a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- (b) Notwithstanding clause 14.1 (a), Kyeema Support Services Inc provides employees with a paid meal break, in recognition of the nature of the work conducted, and that employees are occasionally required to provide a level of 'hands-off' supervision for participants during their meal break. Should Kyeema Support Services Inc wish to change this arrangement, the provisions of clause 31 (Consultation) will apply;
- (c) Where an employee is required to work in a 'hands-on' capacity during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (d) Where an employee is required by Kyeema Support Services Inc to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 14.2(a) and (b) does not apply. This paid meal period is to be counted as time worked.

**14.2 Tea Breaks**

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between Kyeema Support Services Inc and the employee.
- (b) Tea breaks will count as time worked.

**15 Wages**

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- 15.1** In accordance with section 206 of the Act, employees covered by this Agreement will be paid in accordance with clause 15 of the Award, as provided by clause 5 and Appendix 1 of this Agreement.
- 15.2** All employees employed as at 1 December of each calendar year, will be paid an annual gross bonus of \$50 per annum which will be payable in the first full pay period after 1 December of that year.

**16 Payment of Wages**

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- 16.1** Wages will be paid on a fortnightly basis by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 16.2** For the purposes of clause 16.1, employees will provide Kyeema Support Services Inc, on commencement of employment, with a written authorisation detailing the account into which wages are to be paid.

- 16.3** Where an underpayment of wages occurs by reason of an error in calculation by Kyeema Support Services Inc the payment will be corrected as soon as possible, usually within 2 working days unless otherwise agreed with the employee. This will not apply where Kyeema Support Services Inc and the employee are in genuine dispute as to whether the monies are owed to the employee.
- 16.4** Where an overpayment of wages occurs by reason of an error in calculation by Kyeema Support Services Inc, reasonable arrangements will be put in place, by agreement, to provide for the correction of the error.
- 16.5** When an employee notifies Kyeema Support Services Inc of an error in the calculation of their annual leave Kyeema Support Services Inc will review the leave accrual within 30 working days unless otherwise agreed with the employee. Where there is an error Kyeema Support Services Inc will correct it within 60 working days. This will not apply where Kyeema Support Services Inc and the employee are in genuine dispute regarding the leave calculation.
- 16.6** Employees will be provided with pay slips in accordance with the Act and Regulations.
- 16.7** An employee may enter into an agreement with Kyeema Support Services Inc to package part of their current rate of pay in accordance with Kyeema Support Services Inc salary packaging policy, as amended from time to time. Where legislative or other external changes or charges have the effect of reducing or withdrawing the personal benefits resulting from packaging under this Agreement, Kyeema Support Services Inc will not be liable to make up the value of the salary benefits lost by the employee. Where legislative or other external changes or charges have the effect of increasing the cost of packaging to Kyeema Support Services Inc, then Kyeema Support Services Inc may amend packaging arrangements to compensate Kyeema Support Services Inc for such costs, or may withdraw the packaging arrangements. An employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied by the external salary packaging provider and/or in-house payroll service (as applicable) as varied from time to time. Superannuation will be paid on employees' pre-salary packaged salary.

## 17 Flexibility

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- 17.1** Kyeema Support Services Inc and an employee covered by this Agreement may agree to make an individual flexibility arrangement (**Flexibility Arrangement**) to vary the effect of terms of this Agreement if:
- (a) the Flexibility Arrangement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the Flexibility Arrangement meets the genuine needs of Kyeema Support Services Inc and the employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the Flexibility Arrangement is genuinely agreed to by Kyeema Support Services Inc and the Employee.
- 17.2** Before responding to a request for a Flexibility Arrangement, Kyeema Support Services Inc, must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) The needs of the employee arising from their circumstances;

- (b) The consequences for the employee if changes in working arrangements are not made; and
  - (c) Any reasonable business grounds for refusing the request.
- 17.3** Kyeema Support Services Inc must give the employee a written response to the employee's request for a Flexibility Arrangement within 21 days, stating whether the request is granted or refused. If refused, the written response must include the reasons for the refusal.
- 17.4** Kyeema Support Services Inc must ensure that the terms of the Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 17.5** Kyeema Support Services Inc must ensure that the Flexibility Arrangement:
- (a) is in writing; and
  - (b) includes the name of Kyeema Support Services Inc and the employee; and
  - (c) is signed by Kyeema Support Services Inc and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the Flexibility Arrangement; and
    - (ii) how the Flexibility Arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the Flexibility Arrangement; and
  - (e) states the day on which the Flexibility Arrangement commences.
- 17.6** Kyeema Support Services Inc must give the employee a copy of the Flexibility Arrangement within 14 days after it is agreed to.
- 17.7** Kyeema Support Services Inc or the employee may terminate the Flexibility Arrangement:
- (a) by giving 28 days written notice to the other party; or
  - (b) at any time by written agreement.

## **18 Annual Leave**

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- 18.1** Employees are entitled to annual leave in accordance with the NES and this clause.
- 18.2** For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.
- 18.3 Purchase of additional annual leave**
- (a) An employee may, by agreement with Kyeema Support Services Inc, implement an arrangement whereby the employee becomes entitled to an additional 1 or 2 weeks annual leave, in exchange for a commensurate reduction in ordinary weekly pay.

- (b) In situations where it is judged that an agreement provided by clause 18.3(a) will have a negative impact on business, no such agreement will be entered into. It is expected that these situations will be rare.
- (c) Any agreement entered into under clause 18.3(a) will be implemented on written application by the employee, and in accordance with a written agreement between Kyeema Support Services Inc and the employee.
- (d) Any agreement entered into under clause 18.3(a) will be implemented on the understanding that the arrangement is for a finite period, with the relevant time frame included in the written agreement provided for by clause 18.3(c). At the end of the defined period to which the arrangement applied, the arrangement will be reviewed prior to a decision being made as to its continuation, amendment or cessation.
- (e) Should an employee wish to terminate or amend an agreement provided for in clause 18.3 prior to the end date described in clause 18.3(d), the employee shall advise Kyeema Support Services Inc of this decision in writing, with the provision of at least 2 weeks' notice.

**18.4** It is expected that employees will take their annual entitlement of annual leave each year, for the purpose of ensuring an adequate break from work. By agreement with Kyeema Support Services Inc, alternative arrangements may be put in place in order to provide for personal circumstances. In situations where an employee has accrued an excess annual leave balance, the employee and Kyeema Support Services will seek to come to an agreement as to the reduction of that balance. Kyeema Support Services Inc may require an employee to take annual leave by giving the employee at least 8 weeks' notice:

- (a) in relation to a close-down of part or all of its business; or
- (b) where the employee has more than 8 weeks' leave accrued (or 10 weeks accrued if a shift worker).

#### **18.5 Cashing out of annual leave**

Kyeema Support Services Inc and an employee may agree in writing to the employee cashing out a particular amount of the employee's annual leave, provided:

- (a) the cashing out would not result in the employee's remaining annual leave entitlement being less than 4 weeks;
- (b) the employee submits a request in writing for such an arrangement;
- (c) that such an arrangement will be made in extenuating circumstances only, given Kyeema Support Services Inc's view that the principle of annual leave is to provide employees with a substantial break from work each year;
- (d) the employee will be paid the amount that would have been payable to the employee had they taken the leave; and
- (e) the employee agrees to take a period of annual leave, providing for a break from work consistent with clause 18.5(c) within a reasonable time of the cashing out, but at a minimum, one week's leave within 6 months of cashing out, at a time agreed between the parties.

#### **18.6 Annual leave loading**

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period. This does not include allowances.

- (c) Leave loading will not apply to any additional weeks of annual leave 'purchased' under clause 18.3.

### **18.7 Annual leave when sick or injured**

- (a) If an employee is sick or injured while on annual leave, or a member of the employee's immediate family is sick or injured while the employee is on annual leave and the employee is required to provide care for that person, the employee can use their paid personal or carer's leave entitlement instead of using their annual leave.
- (b) The employee is required to provide notice and evidence when taking personal or carer's leave while on annual leave as provided by clause 19.

### **18.8 Annual leave in advance**

- (a) Kyeema Support Services Inc and an employee may agree in writing to the employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by Kyeema Support Services Inc and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Kyeema Support Services Inc must keep a copy of any agreement under clause 18.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 18.8, Kyeema Support Services Inc may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## **19 Personal/Carer's Leave**

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### **19.1 Entitlement to Personal/Carer's Leave**

- (a) Other than as provided in this clause, employees, other than casual employees, are entitled to accrue and take paid personal/carer's leave in accordance with the NES.
- (b) Part-time employees are entitled to Personal/Carer's Leave on the terms set out this clause, pro-rated for hours worked.
- (c) Personal/Carer's Leave that is not taken will accumulate.
- (d) Personal/Carer's Leave will be paid at the base rate of pay.
- (e) Employees are entitled to unpaid carer's leave in accordance with the NES.

### **19.2 Additional Discretionary Personal / Carer's Leave**

- (a) An employee, in accordance with 19.2(b), who has exhausted their accrued personal / carer's leave, may apply in writing to be granted an additional period of paid personal / carer's leave at the discretion of Kyeema Support Services Inc
- (b) For the purposes of this clause, access to discretionary personal / carer's leave may be limited to the following situations:
  - (i) a serious, significant or life-threatening illness or disease;

- (ii) a surgical operation, accident or injury which requires an extended recovery period; and/or
  - (iii) an injury or illness which requires leave of 10 or more working days.
- (c) The intent of clause 19.2 is to provide some compensation for the impact on employees affected by clause 19.1 (b).
- (d) Kyeema Support Services Inc, on receipt of an application for additional paid personal / carer's leave, will not unreasonably refuse such a request, but is entitled to consider the following factors in deciding whether to approve the request or not, and if so, the quantum of additional paid leave to allow:
- (i) the employee's length of service
  - (ii) the employee's history of taking personal / carer's leave, including such issues as the number of single days taken, the number of instances where medical certificates have not been provided in instances when personal / carer's leave has been taken, and previous counselling or other conversations relating to suspected misuse of personal / carer's leave; and
  - (iii) any other relevant matters.

### **19.3 Notice and Evidence of Personal/Carer's Leave**

- (a) Where an employee needs to take paid personal/carer's leave, the employee must notify Kyeema Support Services Inc as soon as practicable before the commencement of their rostered hours the estimated duration of the absence, or as soon as practicable if it is not possible to provide that notification before the commencement or rostered hours.
- (b) An employee is entitled to take paid personal / carer's leave for 3 single day absences per anniversary year without having to provide evidence of the need for taking that time off work. For any single day absences in excess of 3 per anniversary year, the employee is required to provide Kyeema Support Services Inc either a medical certificate from a registered health practitioner or a statutory declaration which states that the employee is/was unable to attend for duty on account of personal injury or illness.
- (c) When applying for paid carer's leave, employees must notify Kyeema Support Services Inc of:
- (i) the name of the person requiring care and support and their relationship to the employee;
  - (ii) the reasons for taking such leave; and
  - (iii) the estimated length of absence,
- and must provide a medical certificate or statutory declaration providing evidence that the employee is required to provide care for that person.
- (d) Personal/Carer's leave on either side of a public holiday will not be paid unless a medical certificate, statutory declaration or other evidence satisfactory to Kyeema Support Services Inc is provided.
- (e) Where an employee is absent from duty due to a requirement to attend a registered health practitioner for an appointment, where an appointment cannot be reasonably obtained outside of work hours, the employee will be granted out of personal / carer's leave entitlements leave of absence for a period not exceeding an aggregate of 5 working days in the employee's anniversary year (unless otherwise approved by Kyeema Support Services Inc).

## **20 Compassionate Leave**

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### **20.1 Entitlement to compassionate leave**

- (a) An Employee (including a casual employee) is entitled to three (3) days of compassionate leave for each permissible occasion when a member of their immediate family or household:

- (i) contracts or develops a personal illness or injury that poses serious threat to their life; or
- (ii) sustains a personal injury that poses a serious threat to their life; or
- (iii) dies; or
- (iv) a baby in their immediate family or household is stillborn; or
- (v) they have a miscarriage; or
- (vi) their current spouse or de facto partner has a miscarriage.

## **20.2 Taking compassionate leave**

An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with a member of their immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 20.1; or
- (b) after the death of a member of the employee's immediate family or household, or the stillbirth of the child, referred to in clause 20.1; or
- (c) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause 20.1

## **20.3 Payment for compassionate leave (other than for casual employees)**

- (a) If an employee (other than a casual employee) takes a period of Compassionate Leave, Kyeema Support Services Inc must pay the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

## **20.4 Notice and Evidence of compassionate leave**

Where an employee needs to take paid compassionate leave, the employee must notify Kyeema Support Services Inc before the commencement of their ordinary hours and as soon as practicable state:

- (a) their relationship with the person the compassionate leave relates to;
- (b) the reasons for taking such leave; and
- (c) the estimated length of absence,

and where requested either provide a medical certificate or death notice as appropriate or statutory declaration evidencing the nature of the illness, injury or death of the person the compassionate leave relates to.

An employee is not entitled to take leave under clause 20 unless the employee complies with clause 20.4.

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## **21 Parental Leave**

**21.1** Other than as provided in this clause, employees are entitled to parental leave in accordance with the NES.

### **21.2 Eligibility**

An employee who has completed at least 12 months continuous service at either the date or expected date of birth of the child or the date/expected date of placement of a child is entitled to 12 months unpaid leave associated with the birth or adoption of a child.



Casual employees may also be eligible for parental leave if they have been employed on a regular or systematic basis for at least 12 months, and but for the birth of the child, would have a reasonable expectation of continuing employment on that basis.

An employee who takes unpaid parental leave may request a further period of 12 months immediately following the end of the available parental leave period. The total period of leave must not extend beyond 24 months after the date of birth or day of placement of the child.

**21.3** An employee who accesses the federal government's paid parental leave scheme will have any such payments received included as income for the purposes of employer superannuation contributions.

**21.4** Returning to work after a period of parental leave

- (a) An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) Subject to clause 21.4(c) an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job in accordance with clause 21.5 the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position nearest in status and pay to that of their former position.
- (d) Where an employee requests to return to work on reduced hours, such a request will not be unreasonably refused. 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.

**21.5 Safe work while an employee is pregnant**

In circumstances where an employee is pregnant and, in the opinion of a registered medical practitioner, it is inadvisable for the employee to continue in her work role, the employee will, with Kyeema Support Services Inc approval, be transferred to a safe job at the rate and on the conditions attaching to that safe job until the commencement of parental leave. If the transfer to a safe job is not practicable, the employee may elect, or Kyeema Support Services Inc may direct the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

**21.6 Keeping in touch days**

- (a) Employees are entitled to keeping in touch days in accordance with the NES and the federal government paid parental leave scheme.
- (b) Keeping in touch days allow an employee who is still on unpaid parental leave to go back to work for a few days. An employee on unpaid parental leave is entitled to 10 keeping in touch days. This does not affect their unpaid parental leave entitlement. If the employee extends their period of unpaid parental leave beyond 12 months, they will be entitled to an additional 10 keeping in touch days.
- (c) Work on a keeping in touch day may be worked as a part day, one day or a few days at a time or all at once, including: participating in a planning day, doing training or attending a conference.
- (d) A keeping in touch day can be worked at least 42 days after the birth of a child or adoption. It can only be earlier if the employee requests it. If a request is made, a keeping in touch day cannot be worked earlier than 14 days after the birth or adoption. Kyeema Support Services Inc and the employee have to agree to the keeping in touch days.
- (e) An employee doesn't have to use keeping in touch days if they do not wish to. An employee receives their normal wage for each keeping in touch day or part day.

**21.7 Paid parental leave**

- (a) A Kyeema Support Services Inc contribution to parental leave will be calculated if an employee has been employed by Kyeema for at least 24 months at the date of commencement of parental leave.
- (b) Kyeema Support Services Inc will calculate the worker's average gross wage for the previous 6 months. If the calculated average gross wage for a pay period is greater than the gross payment from the Centrelink Paid Parental Scheme Kyeema Support Services Inc will pay the value of 50% of the difference for 6 weeks for the Primary Carer and 2 weeks for the Secondary Carer.
- (c) Kyeema Support Services Inc will communicate the amount with the employee and determine a payment schedule that will best suit the employee.

## **22 Long Service Leave**

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- 22.1** Other than as provided in this clause, employees (including casual employees) are entitled to long service leave in accordance with the NES and the Long Service Leave Act 2018 (Vic).
- 22.2** All employees will, from 7 days after the Commission's approval of this Agreement, accrue long service leave at the rate of 0.025 hours (1.5 minutes) for each ordinary hour worked. This equates to an accrual rate of 1.3 weeks per year of service from this date onwards.
- 22.3** In addition to ordinary hours worked, long service leave will also accrue during periods of paid and unpaid leave, with the exceptions of:
  - (a) periods of leave without pay;
  - (b) periods of leave relating to illness or injury in excess of 48 weeks in any year;
  - (c) periods of unpaid study leave; and
  - (d) absences arising directly or indirectly from an industrial dispute.
- 22.4** Employees are entitled to take long service leave on completion of 7 years of continuous service.
- 22.5** Employees taking long service leave will have that leave paid on their base rate of pay at the time of taking the leave.
- 22.6** On termination of employment, employees with at least 7 years of continuous service who have not taken long service leave will be paid out their accrued long service leave.
- 22.7** A public holiday falling within the period of leave is added to the period of leave. This is the same way that public holidays during a period of annual leave are treated. Employees will have the benefit of a public holiday should it fall during a period of long service leave.
- 22.8** Where an employee is on long service leave and becomes sick then the employee may request that personal leave is substituted for long service leave for the period for which they provide a medical certificate. For this to be approved the employee must have enough personal leave to cover this period.
- 22.9** Should an applicable portable long service leave scheme be legislated during the life of this Agreement, Kyeema Support Services Inc will utilise and contribute to the scheme for employees to whom the scheme applies.
- 22.10** If an Employee is terminated but subsequently re-employed before three months have elapsed, then employment will be unbroken for the purposes of long service leave.
- 22.11** Continuous employment will be broken where an employee resigns from employment, even if the employee is subsequently re-employed.
- 22.12** Casual employees are entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic), as amended from time to time.

### **22.13 Portable Long Service Leave**

The Employer will discharge all obligations arising under the *Long Service Benefits Portability Act 2018* (Vic), as amended from time to time.

## **23 Cultural/Ceremonial Leave**

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**23.1** An employee who is required to observe days of cultural, ceremonial and/or religious significance may request that they be granted:

- (a) annual leave;
- (b) accrued time in lieu; or
- (c) unpaid leave;

for such purposes, subject to Kyeema Support Services Inc operational needs and the provision of reasonable notice.

## **24 Community Service Leave**

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**24.1** The terms of the NES apply in addition to the provisions of this clause, with the NES applying in the event of any doubt.

**24.2** The meaning of eligible community service activity for the purpose of this clause is defined as jury service or a voluntary emergency management activity. Community service leave is unpaid, other than where the community service leave is for the purposes of attending jury service, in which case the provisions detailed in clause 24.4 of this Agreement will apply.

**24.3** An employee who engages in an eligible community service activity is entitled to be absent for:

- (a) Time when the Employee engages in the activity;
- (b) Reasonable travelling time associated with the activity; and
- (c) Reasonable rest time immediately following the activity

**24.4** An employee required to attend for jury service during their ordinary working hours shall be reimbursed by Kyeema Support Services Inc an amount equal to the difference between the wages they would have received in respect of the time they would have worked had they not been on jury service, and the amount received in respect of the jury service.

An employee shall notify Kyeema Support Services Inc as soon as practicable of the date upon which they is required to attend for jury service. Furthermore, the employee shall provide Kyeema Support Services Inc with proof of their attendance and the amount received in respect of such jury service.

**24.5** An employee who takes community service leave must give Kyeema Support Services Inc notice of:

- (a) the absence as soon as possible (this may be after the leave starts); and
- (b) the period of or expected period of absence.

## **25 Family and Domestic Violence Leave**

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**25.1** The terms of the NES apply in addition to the provisions of this clause, with the NES applying to the extent of any inconsistency.

**25.2 Entitlement to family and domestic violence leave**

- (a) An employee (including a casual employee) is entitled to 10 days of paid family and domestic violence leave in a 12 month period.
- (b) Family and domestic violence leave:
  - (i) is available in full at the start of each 12 month period of the employee's employment; and
  - (ii) does not accumulate from year to year; and
  - (iii) is available in full to part-time and casual employees.
- (c) For the purposes of clause 25.2(b), if an employee is employed by Kyeema Support Services Inc:
  - (i) as a casual employee; or
  - (ii) for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee's employment is taken to be the start of the employee's first employment with Kyeema Support Services Inc

**25.3** All other requirements for this leave will be in accordance with the NES.

## **26 Unpaid Leave**

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- 26.1** An employee is entitled to request unpaid leave for any purpose when they have no accrued leave entitlements.
- 26.2** Kyeema Support Services Inc will assess requests for unpaid leave by considering the circumstances of the employee concerned and the operational needs of the organisation and will advise the employee if the request is approved or otherwise.
- 26.3** Where unpaid leave is taken, it will not break an employee's continuity of service, but will not count as service.
- 26.4** Where an employee holds a HACSU official position (i.e. excluding situations where an employee is fulfilling the role of workplace union representative) and applies for unpaid leave to fulfil the duties of this position, Kyeema Support Services Inc will approve the employee's application for unpaid leave provided the employee gives the relevant manager 4 weeks' notice, or otherwise agrees with the relevant manager to take the unpaid leave.

## **27 Public Holidays**

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**27.1** Subject to clause 27.3:

Employees will be entitled to be absent without deduction of pay on the days prescribed as public holidays by the NES, as well as those days gazetted by the Victorian government as public holidays.

**27.2** If under (or in accordance with) a law of a State or Territory a day or part day is substituted for a day or part day that would otherwise be a public holiday under this clause, the substitute day or part day is the public holiday. Alternatively, should a majority of employees and Kyeema Support Services Inc agree to substitute a public holiday for an alternative day, then the alternative day will be recognised as the public holiday for the purposes of this clause.

**27.3** A full or part-time employee who is ordinarily not required to work on the day of the week on which a public holiday falls due, is not entitled to a paid holiday on that day.

**27.4** Casual employees are not eligible for paid public holidays unless work is carried out on that day.

**27.5 Substitution of religious public holidays**

- (a) Subject to the ongoing operational needs of Kyeema Support Services Inc, an employee may, with the prior agreement of Kyeema Support Services Inc, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the employee works on the public holiday as defined in clause 27.1, they will be paid at ordinary time for that day and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

**27.6 Payment for working on a public holiday**

- (a) An employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.
- (b) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (c) Casual employees will be paid casual loading in addition to the public holiday penalty rate in 27.6(a).
- (d) Casual employees will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

## **28 Superannuation**

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**28.1 Superannuation contributions**

- (a) Kyeema Support Services Inc will pay employer contributions on a fortnightly basis (within two business days following payment of wages) for each employee entitled to such, into the employer's default fund, or any other approved fund nominated by the employee, in accordance with superannuation legislation.
- (b) If an employee does not nominate a choice of superannuation fund the relevant superannuation contributions will be made to First State Superannuation Scheme (having merged with Health Super or its successor).

**28.2 Salary sacrifice superannuation**

An employee may sacrifice a component of before-tax salary as a superannuation contribution in accordance with Kyeema Support Services Inc salary sacrifice policy, and in accordance with clause 16.7 of this Agreement.

## **29 Termination of Employment**

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Employees are entitled to the provisions of the NES, in addition to the provisions of this clause.

**29.1** The terms of the NES apply in addition to the provisions of this clause, with the NES applying in the event of any inconsistency.

**29.2 Notice of termination to be given by Kyeema Support Services Inc**

- (a) Kyeema Support Services Inc may terminate the employment of an employee by giving the employee the applicable period of notice in accordance with the following table:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
In excess of 1 year and up to the completion of 3 years	2 weeks
In excess of 3 years and up to the completion of 5 years	3 weeks
In excess of 5 years	4 weeks

- (b) In circumstances where the employee is over 45 years of age and has completed at least 2 years continuous service, Kyeema Support Services Inc will give them one (1) week of notice in addition to the notice period they are entitled to under clause 29.2 (a).
- (c) Kyeema Support Services Inc may elect to pay the employee in lieu of the notice requirements provided in clause 29.2. For the purposes of this clause, the required amount of payment in lieu of notice must equal or exceed the total of all amounts that Kyeema Support Services Inc would have been liable to pay to the employee if the employee's employment had continued until the end of the required period of notice. That total must be calculated on the basis of:
- (i) the employee's contracted hours of work;
  - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (iii) any other amounts payable under the employee's contract of employment.
- (d) The period of notice provided in clause 29.2 will commence the day after Kyeema Support Services Inc gives the employee notice. This may be provided verbally and subsequently confirmed in writing.
- (e) Notice of termination is not required to be given if the employee has engaged in serious misconduct.
- (f) Notice periods do not apply to employees who are casual or fixed term.
- (g) In circumstances where an employee who is casual is terminated part way through a rostered shift, for reasons other than serious misconduct, the employee will be paid for the complete shift.

### **29.3 Notice of termination to be given by employee**

- (a) The notice of termination required to be given by an employee to Kyeema Support Services Inc is the same as that required of Kyeema Support Services Inc, as provided by clause 29.2 except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee who is at least 18 years old fails to give the required notice under clause 29.2(a), then Kyeema Support Services Inc may withhold from any monies due to the employee on termination under this Agreement an amount that is no more than one week's wages for the employee.
- (c) The notice period provided in clause 29.3(a) may be shortened by agreement between Kyeema Support Services Inc and the employee. If Kyeema Support Services Inc has agreed to a shorter period of notice, then no deduction will be made under clause 29.3(b).
- (d) Any deduction made under clause 29.3(d) must not be unreasonable in the circumstances.

### **29.4 Payments and other matters upon termination**

- (a) On the first pay day after the employee's final day of work, so long as it is no later than 7 days after the day on which the employee's employment terminates, Kyeema Support Services Inc will pay to the employee all amounts owing, including:
  - (i) any unused accrued annual leave and long service leave entitlements;
  - (ii) any unused accrued time in lieu of overtime;
  - (iii) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination or, in the case of an employee being paid in lieu of notice, wages for that period as defined in clause 29.2(c)(ii); and
  - (iv) all other amount that are due to the employee under this Agreement and the NES.
- (b) The employee will return all of Kyeema Support Services Inc property in their control or possession upon termination of employment.
- (c) Upon request, Kyeema Support Services Inc will provide the employee with a written statement of service.
- (d) Kyeema Support Services Inc may withhold from the employee's final payment an amount equal to any outstanding monies owed to Kyeema Support Services Inc by the employee, provided that the employee is responsible for the outstanding monies (for example, leave taken in advance of accrual, or the personal use of a business mobile phone or credit card).

### **29.5 Job search**

Where Kyeema Support Services Inc has given notice of termination to an employee an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off:

- (a) is to be taken at times that are convenient to the employee after consultation with the employer; or
- (b) is to be replaced with a payment in lieu of time off, such payment to be included in the employee's termination payment.

## **30 Redundancy**

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**30.1** If an employee's position becomes redundant, the terms of the NES apply in addition to the provisions of this clause, with the NES applying in the event of any inconsistency.

### **30.2 Transfer to lower paid duties**

- (a) Where an employee is transferred to new duties to which a lower ordinary rate of pay applies by reason of redundancy, either Kyeema Support Services Inc may:
  - (i) give the employee the same period of notice as the employee would have been entitled to if the employment had been terminated; or
  - (ii) transfer the employee to the new duties without giving notice or before the expiry of the notice if payment is made of an amount equal to the difference between the former ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

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

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice described in clause 29.2(a). The employee is entitled to receive

the benefits (such as leave accruals) they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **30.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the notice period described in clause 29.2(a) for the purpose 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 must, at the request of Kyeema Support Services Inc, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 29.5 when an employee is given notice of termination in circumstances of redundancy.

### **30.5 Alternative employment**

- (a) Where an offer of acceptable alternative employment is rejected by an employee, no severance payment is payable by Kyeema Support Services Inc, subject to an order by the Fair Work Commission.
- (b) On application by Kyeema Support Services Inc, the Fair Work Commission may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the Fair Work Commission considers appropriate.
- (c) The amount of redundancy pay to which the employee is entitled under s.119 of Act is the reduced amount specified in the determination.

## **31 Consultation**

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**31.1** This term applies if Kyeema Support Services Inc:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **31.2 Major change**

For a major change referred to in clause 31.1(a):

- (a) Kyeema Support Services Inc must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 31.3 to 31.9 apply.

**1.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**1.4** If:

- (c) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (d) the employee or employees advise Kyeema Support Services Inc of the identity of the representative; Kyeema Support Services Inc must recognise the representative.



**31.3** As soon as practicable after making its decision, Kyeema Support Services Inc must:

- (a) notify the union of the change; and
- (b) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures Kyeema Support Services Inc is taking to avert or mitigate the adverse effect of the change on the employees; and
- (c) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

**31.4** However, Kyeema Support Services Inc is not required to disclose confidential or commercially sensitive information to the relevant employees.

**31.5** Kyeema Support Services Inc must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**31.6** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Kyeema Support Services Inc, the requirements set out in clause 31.2(a) and subclauses 31.3 and 31.5 are taken not to apply.

**31.7** In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

**31.8 Change to regular roster or ordinary hours of work**

For a change referred to in clause 31.1(b):

- (a) Kyeema Support Services Inc must notify the relevant employees of the proposed change; and
- (b) subclauses 31.11 to 31.15 apply.

**31.9** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**31.10** If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative; Kyeema Support Services Inc must recognise the representative.
- 31.11** As soon as practicable after proposing to introduce the change, Kyeema Support Services Inc must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Kyeema Support Services Inc reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that Kyeema Support Services Inc reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 31.12** However, Kyeema Support Services Inc is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 31.13** Kyeema Support Services Inc must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 31.14** In this term relevant employees means the employees who may be affected by a change referred to in subclause (31.1).

## **32 Dispute Settlement Procedure**

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- 32.1** Kyeema Support Services Inc aims to provide a productive, rewarding, safe and non-discriminatory work environment for its employees. This environment should be characterised by co-operation, mutual respect, integrity and open communication between employees and supervisors.
- 32.2** If a dispute relates to:
- (a) matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 32.3** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term, which may be the HACSU.
- 32.4** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 32.5** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 32.6** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- i. arbitrate the dispute; and
- ii. make a determination that is binding on the parties.

**Note:** If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 32.7** An employee who is part of the dispute will be released by Kyeema Support Services Inc from normal duties to the extent they are personally required to participate in dispute resolution procedures under this clause. Any necessary participation by employees will be scheduled so as not to unduly affect the operations of Kyeema Support Services Inc
- 32.8** While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 32.9** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

### **33 Work Life Balance**

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Kyeema Support Services Inc is committed to assisting employees to achieve a work life balance that recognises the family and other personal commitments of employees. In keeping with this commitment, the Agreement contains measures and entitlements to assist employees in achieving a balance. In making decisions about access to these measures and entitlements, Kyeema Support Services Inc will consider both the importance of employees achieving a good work life balance and the operational needs of the business.

Measures include the right for all employees to request Flexibility Arrangements, in accordance with clause 17. Kyeema Support Services Inc shall consider any such request having regard to the employee's circumstances, requests made by and the needs of others in the team, funding, participant needs and operational requirements.

## **34 Anti-discrimination**

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It is the intention of the parties to this Agreement to achieve the principal object in s.3(e) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

In fulfilling their obligations under the dispute settlement clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under applicable anti-discrimination legislation, or otherwise legitimate as reasonable practice;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
- (c) any exemptions provided for in legislation.

## **35 Transition to Retirement**

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**35.1** Employees may advise Kyeema Support Services Inc in writing of their intention to retire within the next five years and may request alternative working arrangements on an ongoing basis in order to facilitate that plan.

Kyeema Support Services Inc will give due consideration to any such request. In considering the request, Kyeema Support Services Inc will review, in consultation with the employee, a range of options including:

- (a) Alteration of working hours, e.g. part-time employment, shift pattern.
- (b) A job share arrangement.
- (c) Working in a position at a lower status or rate of pay.
- (d) Flexible use of annual or long service leave.

Kyeema Support Services Inc will provide the employee with relevant information regarding any proposed change.

**35.2** Employees are encouraged to seek external advice.

**35.3** In considering a Transition to Retirement request, Kyeema Support Services Inc will take into account both the wishes of the employee and the operational needs of the business.

- (a) Where a Transition to Retirement arrangement is agreed, it will be implemented through:
  - i. An individual flexibility arrangement; or
  - ii. another form of agreement in writing between the parties.

## **36 Education and Professional Development**

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**36.1** Kyeema Support Services Inc is committed to the ongoing professional development of all employees, and provides the following in support of this commitment:

### **36.2 Study / Examination Leave**

Full time employees are entitled to up to five (5) days paid study / examination leave per annum for the purposes of preparing for and undertaking examinations in a course of study relevant to their work at Kyeema Support Services Inc and which is conducted by a recognised institution or training organisation. Part time Employees will be entitled to leave under this clause on a pro rata basis.

### **36.3 Professional Development Leave**

Kyeema Support Services Inc will encourage staff to attend relevant seminars, conferences and other professional learning activities as appropriate. Costs may be either shared or paid for in total by Kyeema Support Services Inc or time release provided to facilitate attendance (at the discretion of Kyeema Support Services Inc and subject to operational requirements).

### **36.4 Staff Education Fund**

- (a) In the event that Kyeema Support Services Inc achieves an end of financial year profit of greater than 5%, a portion of the funds in excess of that performance target will be accounted for in a discrete Staff Education Fund cost centre. The extent of the portion of the 'in excess' funds allocated to the Staff Education Fund cost centre will be determined by Kyeema Support Services Inc management, in consultation with staff representatives appointed for this purpose, with reference to the financial position of the organisation.
- (b) The purpose in establishing this fund is twofold:
  - (i) To acknowledge, and provide some measure of compensation for, the reduction in annual leave entitlements and the variation to personal / carer's leave entitlements upon the Commission's approval of this Agreement; and
  - (ii) To assist Kyeema Support Services Inc in providing for clauses 36.2 and 36.3.
- (c) This fund is accessible by any employee, on application, and subject to approval by Kyeema Support Services Inc, who is undertaking education or professional development activities that will be beneficial to the employee, and relevant or beneficial to Kyeema.
- (d) Staff representatives, referred to in clause 36.4(a), through a process of consultation with Kyeema Support Services Inc management, and by agreement with management, may decide upon an alternative functional allocation to the Staff Education Fund, for the appropriate portion of funds in excess of the 5% performance target, consistent with clause 36.4(a).

### **36.5 Internal / Compulsory Training**

- (a) All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities which may include but not be limited to: fire and emergency, manual handling, infection control, food handling, and workplace violence and aggression.
- (b) Employees undertaking training which occurs outside their ordinary hours of work will be paid for such hours at the overtime rates prescribed in the Award. [Amended per undertaking 6.12.18]
- (c) To the extent allowed by clause 36.5(b), where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment will be:
  - (i) the duration of the training or one hour, at base rate of pay, whichever is the greater in situations where that training is scheduled continuous with the commencement or end of a rostered shift for that employee;

- (ii) the duration of the training plus reasonable travel time to and from the workplace, at base rate of pay, in situations where the training has not been scheduled at the start or finish of a shift for which the employee is rostered and the employee has to make a separate trip to the workplace, with a minimum payment of two (2) hours; or
  - (iii) the appropriate overtime rate, based on either 36.5 (b) (i) or (ii), whichever applies, in situations covered by clause 11.2(a).
- (d) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative will, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the base rate of pay for the actual time spent in attendance at such meetings or two (2) hours, whichever is the greater. Such time spent in attendance will not be viewed as overtime for the purposes of this Agreement.
- (e) Attendance at any training course other than those referred above may be supported by the Kyeema Support Services Inc in accordance with specific policy initiatives.

### **36.6 Access to paid Union Education Leave**

- (a) Elected union delegates will be provided with paid leave, at base rate of pay, to attend up to three (3) days of union training in one (1) calendar year provided that:
- (i) Only two job representatives or delegates nominated by the Union can attend each calendar year.
  - (ii) The courses are conducted by an accredited training provider.
  - (iii) The granting of leave will not unduly affect Kyeema Support Services Inc operations;
  - (iv) An employee taking the Union Training Leave must provide Kyeema Support Services Inc with at least four weeks' written notice.

## **37 Occupational Health and Safety**

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- 37.1** The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control.
- 37.2** The parties are committed to the observance of safe working practices, the correct use of all personal safety equipment and to the health and safety of all employees.
- 37.3** The provisions of this part of the Agreement will be read and interpreted in conjunction with the Occupational Health and Safety Act 2004 (Victoria) as varied from time to time and the Accident Compensation Act 1985 (Vic) and the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) as varied from time to time, provided that where there is any inconsistency between a provision of this Agreement and the aforementioned Victorian Acts, the Victorian Acts will prevail.
- 37.4** The parties to this Agreement recognise that consultation with employees and their representatives is crucial to achieving a healthy and safe work environment for all employees. To this end, the Agreement recognises that Kyeema Support Services Inc and employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:
- (a) manual handling;
  - (b) blood borne and other infectious diseases;
  - (c) needle stick injuries;
  - (d) violence and aggression;

- (e) hazardous substances; and
- (f) security.

**37.5** Kyeema Support Services Inc is committed, in consultation with employees, to the development and maintenance of appropriate practices and protocols for employees working in extreme weather conditions, consistent with the duty of care provided for in the OHS Act.

**37.6** The parties agree to negotiate Designated Work Groups with employees and conduct elections for Health and Safety Representatives in accordance with the provisions of the Occupational Health & Safety Act 2004.

**37.7 Designated Work Groups**

- (a) Kyeema Support Services Inc will maintain a system of agreed designated work groups (DWGs).
- (b) Kyeema Support Services Inc will consult with employees in relation to the establishment variation of designated work groups and, where an employee requests, their authorised representative.
- (c) In determining the composition of DWGs, the following considerations will, where practicable, be taken into account:
  - (i) the specific needs, conditions and hazards affecting employees in the area(s) concerned;
  - (ii) the working arrangements, including shiftwork, of employees in the area(s) concerned;
  - (iii) the accessibility of health and safety representatives to employees in the area(s) concerned;
  - (iv) the geographical layout of the workplace.

**37.8 Health and Safety Representative Election Process**

- (a) The method of conducting the election will be determined with employees of the DWG concerned or, where requested, their authorised representative.

**37.9 Health and Safety Representative Training**

- (a) When attending an approved course, health and safety representatives will be paid as they would otherwise be entitled for working during that period. This includes any relevant shift penalties and allowances, higher duties, allowances or other penalty rates that would have applied had the health and safety representative been at work.
- (b) Where health and safety representatives attend an approved course outside their normal working hours, they will be paid as they would otherwise be entitled for working during that period. This includes relevant overtime rates, higher duties, allowances or penalty rates. This might apply when a health and safety representative:
  - (i) who normally works two days a week attends a block five-day course;
  - (ii) has a rostered day off during the course; and
  - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.

**37.10** Rosters or shifts will be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

**37.11** Kyeema Support Services Inc will pay course fees for appropriate approved courses in accordance with the OHS Act 2004.

- 37.12** Kyeema Support Services Inc will consult with health and safety representatives over the choice of course to be undertaken by representatives, provided it is an approved course as detailed within the OHS Act 2004.
- 37.13** Kyeema Support Services Inc will provide such information, instruction and training to all employees employed by Kyeema Support Services Inc, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training will be provided on a regular basis to enable employees to remain informed in relation to health and safety hazards, policies and procedures.
- 37.14** Consistent with clause 37.1, Kyeema Support Services Inc will consult with employees when identifying control options and addressing concerns involved with transporting clients with behavioural problems.
- 37.15** Consistent with clause 37.1, Kyeema Support Services Inc will consult with employees regarding participants, as appropriate, and provide information including specialist advice where appropriate when identifying control options for managing participant behaviours.
- 37.16** Kyeema Support Services Inc will provide all staff with information, instruction and training to deal with participants demonstrating behaviours of concern.
- 37.17 Reporting Incidents, Accident Investigation and Prevention**
- (a) Kyeema Support Services Inc encourages early reporting of incidents by employees and ensures that employees who report incidents are appropriately supported.
  - (b) Following an incident or injury affecting staff, Kyeema Support Services Inc will take action to prevent further injury to staff, including conducting a worksite assessment where practicable and determining appropriate action consistent with clause 37.1.
  - (c) Kyeema Support Services Inc will provide information, instruction and training to employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

## **38 Accident Pay**

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### **38.1 Entitlement to accident pay**

Where an entitlement to accident pay arises under this part any reference to 'the Act' for the purposes of this clause only, will be deemed to be a reference to the *Accident Compensation Act 1985 (Vic.)* as amended from time to time.

- (a) Subject to clauses 38.1 (b) and 38.1(c), where an employee becomes entitled to compensation payments under the Act, Kyeema Support Services Inc will pay the employee accident pay, being an amount equivalent to the difference between:
  - (i) the amount of compensation payable under the Act plus any wages earned as a result of partial incapacity, and
  - (ii) the amount that would have been payable under this Agreement had the employee been performing their normal duties, providing that such rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.
- (b) Subject to clause 38.1(c), the maximum period or aggregate period of accident pay to be made by the employer shall be a total of 52 weeks for any one injury.
- (c) Accident pay under this Agreement will be paid only while an employee continues to receive compensation under the Act.

### **38.2 Accident pay not payable**

Accident pay will not be payable:



- (a) if the employee is on any form of paid leave; or
- (b) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the employee had been employed for less than four weeks.

### **38.3 Eligibility for accident pay**

In order for an employee to be eligible for accident pay in accordance with clause 38.1:

- (a) the employee or a representative of the employee must give notice in writing of the injury to Kyeema Support Services Inc as soon as practicable;
- (b) the employee must provide written evidence of the injury from time to time as required by Kyeema Support Services Inc during the period of payment;
- (c) the employee must advise Kyeema Support Services Inc, in writing, of any civil action or claim for damages the employee may make; and
- (d) the employee will conform to the requirements of the Act as to medical examination.

### **38.4 Variations in compensation rates**

Any changes in compensation rates under the Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

### **38.5 Accident pay ceases**

An employee will cease to be entitled to accident pay if any of the following occur:

- (a) there is a redemption by the employee of weekly compensation payments by the payment of a lump sum benefit under the Act;
- (b) the employee's employment with Kyeema Support Services Inc is terminated, provided that such termination is on grounds unrelated to the issues giving rise to the application of accident pay;
- (c) the employee resigns; or
- (d) the employee dies.

## **39 Counselling for Growth and Change**

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### **39.1 Disciplinary Action**

Where the employer has concerns about an employee's performance or conduct that it alleges may warrant disciplinary action the procedure in this clause 39 will apply, except where it is appropriate to deal with the matter informally and without record.

- (a) An employee will be provided with a reasonable opportunity to be assisted at any time by a support person (or a Union representative) with respect to all matters set out in this clause 39.
- (b) Performance issues should usually be dealt with informally in the first instance. Depending on the level of seriousness, a performance issue can normally only be the subject of these disciplinary procedures and action where, despite appropriate informal feedback and remedial action by the employer, the employer reasonably believes the employee is still failing to fulfil all or part of their job requirements to a satisfactory level.

### **39.2 Investigative Procedure**

- (a) Where it alleges the conduct of an employee, or the performance issue of an employee) may warrant disciplinary action, the employer will investigate the allegation.

- (b) The purpose of the investigation is to conclude whether concerns regarding conduct or performance are well-founded and supported by evidence.
- (c) An investigation must be fair and be conducted in accordance with the requirements of procedural fairness and natural justice.
- (d) As part of the investigative procedure, the employer will:
  - (i) advise the employee in writing of the concerns and/or any allegation;
  - (ii) convene an interview, which may be held by video conference if an in person meeting is not practicable, provided that the employee may opt to provide a written response instead of attending an interview in the case of allegations of misconduct or serious misconduct;
  - (iii) advise the employee of their right to be represented, including by a Union representative;
  - (iv) provide a reasonable opportunity for a support person or representative of the employee's choice (including a Union representative) to attend all interviews or meetings conducted by the employer with the employee;
  - (v) provide the employee with a reasonable opportunity to respond to any concerns or allegations, including a reasonable time to respond;
  - (vi) provide the employee with all material which forms the basis of the concerns and any allegation against them and give a reasonable time to respond;
  - (vii) take reasonable steps to investigate the employee's response. This will include interviewing witnesses identified by the employee where possible; and
  - (viii) provide any additional evidentiary material that arises throughout the course of the investigation to the employee.
- (e) For the duration of the investigation the employer may direct the employee to:
  - (i) stand down (remain at home) with full pay; or
  - (ii) relocate or redeploy to a reasonable alternate location and/or task on the same rate of pay they would otherwise have received but for this direction.

### **39.3 Disciplinary Procedure**

If following the investigation, the employer has reasonable grounds for considering the employee's conduct or performance may warrant disciplinary steps being taken, the employer will:

- (a) Notify the employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
- (b) Meet with the employee. The employee will be afforded an option to provide a further response verbally and/or in writing.
- (c) Disciplinary outcomes:

Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the employer may take any of the following steps depending on the seriousness of the conduct or performance:

- (i) Informally counsel the employee, with the counselling not recorded on the employee's personnel file
- (ii) Formally counsel the employee, with the counselling recorded on the employee's personnel file;

- (iii) Give the employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;
- (iv) Give the employee a second written warning which will be recorded on the personnel file;
- (v) Give the employee further written warnings;
- (vi) Reassignment from one area of employment to another;
- (vii) Terminate the employee with notice in the case of an employee who repeats a course of conduct or performance for which a final warning was given.

or

- (viii) Terminate the employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate.

(d) The employer's decision and a summary of its reasons will be notified to the Employee in writing.

## **40 Union Facilitation**

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- 40.1** Kyeema Support Services Inc recognises the role of appropriate employee-nominated representatives, including the HACSU, and their delegates, and their contribution to the settlement of disputes about matters pertaining to the employment relationship and to workplace consultation and issues resolution, as provided for in this Agreement. Kyeema Support Services Inc will facilitate the ability for the HACSU to meet with its members in accordance with the Act.
- 40.2** Kyeema Support Services Inc will, on application by the HACSU, grant unpaid leave (including reasonable travelling time) to an employee for the purpose of fulfilling their duties as an official of the HACSU Branch Committee of Management or HACSU delegate to the Health Services HACSU National Council. For a member of the HACSU Branch Committee of Management this currently involves 11 full day meetings per year.
- 40.3** Union delegates will be provided with reasonable paid time and access to office equipment to perform their role under this Agreement, subject to timely discussion and approval from their manager, and provided that the granting of leave will not unduly affect Kyeema Support Services Inc operations.
- 40.4** Kyeema Support Services Inc will facilitate HACSU materials to be posted on existing noticeboards in each Kyeema Support Services Inc office area where persons eligible to be members of the HACSU are employees, unless otherwise agreed. These noticeboards must not ordinarily be visible to members of the public or participants.
- 40.5** The HACSU may provide materials to Kyeema Support Services Inc to make available to current and new employees.

## 41 Signatures

EXECUTED as an Agreement

SIGNED on behalf and with the authority  
of Kyeema Support Services Inc by:

Signature of the Authorised Person:

Name in Full:

Address:

Position:



Julie Veronica Amor  
50 Lalor St, Portland 3305  
Chief Executive Officer

In the presence of this Witness

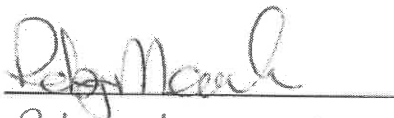
Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:



Robyn Louise Meade  
Finance Manager  
50 Lalor Street, Portland 3305

28/6/23

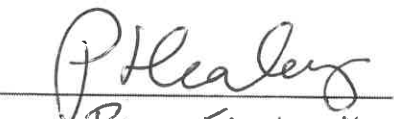
SIGNED on behalf of and with the  
authority of the Health and Community  
Services Union (HACSU) by:

Signature of Authorised Person:

Name in Full:

Address:

Position:



PAUL FRANCIS HOOLEY  
7 GRATTAN ST CARLTON  
SECRETARY

In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:



Patrick Finlay Stephenson  
Industrial Officer  
7 Grattan St, Carlton  
28/6/23

**SIGNED by staff representative, as elected by employees:**

Signature of the Authorised Person:



Name in Full:

Eric John Pearce

Address:


50 Lalor St Portland 3305

Position:

Staff Rep / support worker

In the presence of this Witness

Signature of Witness:



Name in Full:

Shae Husson

Occupation:

Support Worker

Address:

50 Lalor St, Portland 3305

On this date:

28/6/23

## Appendix 1

### Award Inclusions

Subject to the terms of this Agreement, the clauses of the Award set out in Appendix 1 are incorporated into this Agreement, as varied from time to time. Where there is any inconsistency with a term of the Award in Appendix 1 and a term in the main body of this Agreement, the term in the main body this Agreement prevails.

Clause	Allowance	% of Standard Rate	Rate at commencement of the Agreement
<b>Wage related allowances</b> payable from commencement of the Agreement – to be increased in accordance with any future variations of the award standard rate as determined by the FWC each year.			
<b>13.1</b>	Sleepover allowance	n/a	\$76.80 per sleepover
<b>13.2</b>	On Call – Mon- Fri	2.0%	\$21.57
	On Call – weekends and public holidays	3.96%	\$42.72
<b>13.5</b>	First Aid	1.67%	\$18.01 per week, or \$0.47 per hour for part-time and casual
<b>13.6</b> (if employed prior 8 August 1991)	Heat – between 40- 46C	0.05%	\$0.54 per hour
	Heat – over 46C	0.06%	\$0.65 per hour
<b>13.9</b>	Broken shift – 1 break	1.7%	\$18.34 per broken shift
	Broken shift – 2 breaks	2.25%	\$24.27 per broken shift
Expense related allowances payable from the commencement of the Agreement – to be increased in accordance with the relevant adjustment factor as determined by the FWC each year.			
<b>13.3</b>	Travel - mileage	n/a	\$0.92 per km
<b>13.4</b>	Meal	n/a	\$14.10 per meal
<b>Schedule F</b>	Supported Wage System	n/a	n/a
<b>Schedule G</b>	National Training Wage	n/a	n/a

## **Appendix 2**

### Classification Definitions

#### **Social & Community Services / Disability Enterprise Employees**

#### **1. Social and community services / /disability enterprise employee level 1**

##### 1.1 Characteristics of the level

- (a) A person employed as a social and community services or disability enterprise employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

##### 1.2 Responsibilities

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

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

- (i) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

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

### 1.3 Requirements of the position

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

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

Work under direct supervision.
- (c) Extent of authority
  - (i). Work outcomes are clearly monitored.
  - (ii). Freedom to act is limited by standards and procedures.
  - (iii). Solutions to problems are found in established procedures and instructions with assistance readily available.
  - (iv). Project completion according to instructions and established procedures.
  - (v). No scope for interpretation.
- (d) Progression

An employee primarily engaged in responsibilities which are prescribed by 1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. Industry experience means 12 months of relevant experience gained over the previous 3 years.

## **2 Social and community services / disability enterprise employee level 2**

### 2.1 Characteristics of the level

- (a) A person employed as a social and community services / disability enterprise employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.



- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

## 2.2 Responsibilities

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

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

### 2.3 Requirements of the position

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

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

### **3. Social and community services / disability enterprise employee level 3**

#### 3.1 Characteristics of this level

- (a) A person employed as a social and community services / disability enterprise employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

### 3.2 Responsibilities

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

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

- (ii) perform duties of a specialised nature;
  - (iii) provide a range of information services;
  - (iv) plan and co-ordinate elementary community-based projects or programs;
  - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses 1.2 or 2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

### 3.3 Requirements of the job

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

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

- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

#### **4. Social and community services / disability enterprise employee level 4**

##### 4.1 Characteristics of this level

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

##### 4.2 Responsibilities

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

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;

- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) liaise with other professionals at a technical/professional level;
  - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
  - (iii) lead a team within a specialised project;
  - (iv) provide a reference, research and/or technical information service;
  - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
  - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
  - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

#### 4.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualifications and/or training
  - (i) knowledge of statutory requirements relevant to work;
  - (ii) knowledge of organisational programs, policies and activities;
  - (iii) sound discipline **or** disability enterprise knowledge **and** skills gained through experience, training or education;
  - (iv) knowledge of the role of the organisation and its structure and service;
  - (v) proficiency with inventory management and supplies ordering, financial transactions and employee records management.
  - (vi) specialists require an understanding of the underlying principles in the discipline.
- (b) Prerequisites
  - (i) relevant four-year degree with one years' relevant experience;
  - (ii) three-year degree with two years of relevant experience;

- (iii) associate diploma with relevant experience;
  - (iv) lesser formal qualifications with substantial years of relevant experience; or
  - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
  - (d) Employees working as sole employees will commence at this level.
  - (e) Organisational relationships
    - (i) works under general direction;
    - (ii) supervises other staff and/or volunteers or works in a specialised field.
  - (f) Extent of authority
    - (i) required to set outcomes within defined constraints;
    - (ii) provides specialist technical advice;
    - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
    - (iv) solutions to problems generally found in precedents, guidelines or instructions;
    - (v) assistance usually available.

## **5. Social and community services / disability enterprise employee level 5**

### 5.1 Characteristics of the level

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

organisation goals. Specialists may be required to provide multi-disciplinary advice.

## 5.2 Responsibilities

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

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
  - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - (ii) exercise professional judgment within prescribed areas;



- (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- (iv) provide reports on progress of program activities including recommendations;
- (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
- (vi) plan, develop and operate a community service organisation of a moderately complex nature.

### 5.3 Requirements of the position

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

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

## **6. Social and community services / disability enterprise employee level 6**

### 6.1 Characteristics of the level

- (a) A person employed as a social and community services / disability enterprise employee level 6 will

operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

## 6.2 Responsibilities

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

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

- (ii) control and co-ordinate projects;
- (iii) contribute to the development of new procedures and methodology;
- (iv) provide expert advice and assistance relevant to the work area;
- (v) supervise/manage the operation of a work area and monitor work outcomes;
- (vi) supervise on occasions other specialised staff;
- (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
- (viii) provide consultancy services for a range of activities.

### 6.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualification and/or training
  - (i) comprehensive knowledge of organisation policies and procedures;
  - (ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
  - (iii) specialist knowledge gained through experience, training or education;
  - (iv) appreciation of the long term goals of the organisation;
  - (v) detailed knowledge of program activities and work practices relevant to the work area;
  - (vi) knowledge of organisation structures and functions;
  - (vii) comprehensive knowledge of requirements relevant to the discipline.
- (b) Prerequisites
  - (i) degree with substantial experience;
  - (ii) post graduate qualification;
  - (iii) associate diploma with substantial experience;
  - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (c) Organisational relationships
  - (i) works under limited direction from senior employees of the Committee of Management or Board;
  - (ii) supervision of staff.
- (d) Extent of authority
  - (i) exercise a degree of autonomy;
  - (ii) may manage a work area or medium to large organisation or multi-worksite organisation;

- (iii) has significant delegated authority;
- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

## **7. Social and community services / disability enterprise employee level 7**

### 7.1 Characteristics of the level

- (a) A person employed as a social and community services / disability enterprise employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

### 7.2 Responsibilities

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

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at the level:

- (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
- (ii) provides a consultancy service to a wide range of clients;
- (iii) functions may involve complex professional problem solving;
- (iv) provides advice on policy method and contributes to its development.

### 7.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualification and/or training
  - (i) comprehensive knowledge of policies and procedures;
  - (ii) application of a high level of discipline knowledge;
  - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
  - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
  - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (b) Organisational relationships
  - (i) works under limited direction;
  - (ii) normally supervises other employees and establishes and monitors work outcomes.
- (c) Extent of authority
  - (i) may manage section or organisation;
  - (ii) has significant delegated authority;
  - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

## 8. Social and community services / disability enterprise employee level 8

### 8.1 Characteristics of this level

- (a) A person employed as a social and community services / disability enterprise employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a social and community services / disability enterprise employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

### 8.2 Responsibilities

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

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

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

### 8.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualification and/or training
  - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
  - (ii) detailed knowledge of statutory requirements.
- (b) Prerequisites
  - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
  - (ii) substantial post graduate experience;
  - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
  - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.