



Quilting with Paper – Margie Thompson, Mosaic Support Services Community Access Program - Art Attack 2016



Mosaic Support Services & HACSU Enterprise Agreement 2019 – 2022

AGREEMENT OVERVIEW

ENTERPRISE AGREEMENT OVERVIEW

After a prolonged enterprise agreement negotiation period, I am very pleased to advise that negotiations have concluded for the Mosaic Support Services & HACSU Enterprise Agreement 2019 – 2022 (the agreement), with HACSU endorsing the agreement for approval.

The purpose of the new agreement

Mosaic Support Services has a goal to go from good to great. To achieve this objective, we need to attract and retain the best disability support workforce.

The organisation considers the proposed agreement to not only be a market leader in disability services and in the best interests of employees, but an agreement that aligns to strategy and provides for future growth and the ongoing success of Mosaic.

What will the agreement replace?

The Agreement will replace the *HACSU - Supported Tenancy, Accommodation & Respite (Star) Tasmania Enterprise Agreement 2013*. Although this agreement expired in 2015, the terms and conditions within the document continue to apply until the agreement is replaced. The proposed agreement, with its increased entitlements, will replace the expired agreement upon a 'YES' vote from employees and approval by the Fair Work Commission.

Who is covered by the agreement?

Employees up to level 5, listed within the classification structure will be covered by the agreement. Senior level employees and managers will not be covered by the agreement.

Background

The existing Enterprise Agreement (HACSU Supported Tenancy Accommodation and Respite (STAR) Enterprise Agreement 2013) has a nominal expiry date of 30 June 2015.

The organisation commenced bargaining with HACSU for a new Enterprise Agreement in 2015; however negotiations progressed slowly and then stalled.

In July 2018, negotiations recommenced with HACSU and a third party negotiating on behalf of Mosaic. The HACSU – Mosaic Support Services Enterprise Agreement 2018 was developed.

In September of 2019, and the appointment of a new CEO and General Manager of People and Culture, a decision was made to bring the negotiations of the enterprise agreement back in-house and restart negotiations. The intent behind revising the agreement was to better reflect the work we do, and continue to build a strong and engaged workforce who are rewarded and feel valued. This decision was understandably met with some frustration by some employees and HACSU, however we persisted with negotiations for the benefit of employees, with HACSU and Mosaic both endorsing this agreement for your approval.

Enterprise Agreement Comparison

	EXPIRED HACSU & STAR Enterprise Agreement 2013	NEGOTIATED (not implemented) HACSU – Mosaic Support Services Enterprise Agreement 2018	PROPOSED Mosaic & HACSU Enterprise Agreement 2019 - 2022
Period of operation		Until 30 June 2021	3 Years from approval by the Fair Work Commission
Types of employment	Full time, Part time, Casual & Fixed Term	Full time, Part time, Casual	Full time, Part time, Casual & Fixed Term
Termination of employment	Notice as per the National Employment Standards depending upon tenure	Unchanged	Unchanged
Redundancy payment	2.5 weeks' pay for each year of service capped at 26 weeks	Unchanged	Unchanged
Wage increases	National Minimum Wage Review & Equal Remuneration Order	2.94% annually & Equal Remuneration Order	4% 2019 3% 2020 3% 2021 & Equal Remuneration Order
Incremental Wage Increases	Upon anniversary or completion of hours	Unchanged	Unchanged
Salary Packaging	Salary packaging to maximum limits	Unchanged	Unchanged
Superannuation	Does not include superannuation payments when an employee is absent from work due to a work related illness or injury	Unchanged	Employees will be paid superannuation when absent for work related illness or injury
Hours of work	38 per week or 152 hours per four week period	38 per week or 152 hours per four week period	38 per week or 152 hours per four week period Minimum 10 hour break after overtime has been worked.
Broken Shift Allowance	\$2.73 per broken shift	\$2.96 per broken shift	Unchanged
Sleepover Allowance	\$65.96 per sleepover	\$77.00 per weekday sleepover; and \$87.00 per weekend sleepover	Unchanged
First Aid Allowance	\$13.42 for an appointed employee	\$16.03 for an appointed employee	\$17.00 for an appointed full time employee
Meal Allowance	\$16.18 for an employee directed to work in excess of 1 hour overtime	\$17.57 for an employee directed to work in excess of 1 hour overtime	\$17.00 for an employee directed to work in excess of 1 hour overtime
Mixed Functions/Higher Duties Allowance	Payment at the higher classification after an employee has been engaged in excess of 3 hours at the higher classification	Unchanged	Payment at the higher classification after an employee has been engaged in excess of 5 hours at the higher classification
Annual Leave	4 weeks annually, 5 weeks for shift workers 17.5% leave loading Purchased leave	Unchanged	Unchanged
Community Services Leave	Unpaid leave as prescribed within the NES	Unchanged	Unchanged
Compassionate Leave	3 days for immediate family member, or 10 days in the case of mother, father, partner or child & 3 days for other family members	10 days leave per immediate family member; & 3 days for any other family member	10 days leave per immediate family member; & 3 days for an uncle, aunt, niece or nephew
Elder Care Leave	Not applicable	2 days per annum	Not applicable
Family & Domestic Violence Leave	Not applicable	20 days per annum	Captured within Special Leave clause.

			10 days per annum, however not just restricted to Family & Domestic Violence Leave. Includes approved study leave.
Long Service Leave	8.67 weeks per 10 years	Unchanged	Unchanged
Parental Leave	Unpaid Leave	Unpaid Leave	4 weeks paid parental leave for the primary caregiver & 1 week for secondary caregiver (upon providing evidence)
Personal/Carer's Leave	10 days paid leave	10 days paid leave	12 days paid leave
Public Holidays	Standard Tasmanian Public Holidays	Standard Tasmanian Public Holidays	Standard Tasmanian Public Holidays + an additional 'Mosaic' public holiday the Friday after Hobart Show Day
Trauma Leave	Not applicable	2 days per annum	Not applicable
Career Break	Up to 12 months unpaid leave for family caring responsibilities, travel, community functions etc. (upon approval)	Unchanged	Up to 12 months unpaid leave for any reason (upon approval)
Immunisations	Not applicable	Reimbursement for the cost of the influenza immunisation for employees who have been immunised.	Reimbursement for the cost of the influenza immunisation for employees who have been immunised; or Being immunised by a health professional engaged to provide influenza immunisations in the workplace (at no cost).

Voting on the proposed Agreement

Voting will be conducted by the Australian Electoral Company, with the option to cast your vote by either phone or by completing an online ballot form.

Employees will use their Time Target Employee Code/User ID to log into the Mosaic ballot website, or alternatively the Mosaic phone ballot. Further information will be provided prior to the vote going live.

Voting is not compulsory, but employees are encouraged to understand the proposed Agreement and vote accordingly. If the majority of staff who vote, vote 'Yes', then the vote will be successful, and all staff covered by the Agreement will begin receiving the benefits within the agreement. If the majority of staff who vote, vote 'No', then the expired agreement provisions will continue to apply, and any wages increases and entitlements contained within the proposed agreement will not take effect.

Mosaic is confident that this agreement is an important step in attracting the best employees and retaining our great employees, for the benefit of our clients.



Mosaic Support Services & HACSU

Enterprise Agreement
2019 – 2022

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PART 1 – APPLICATION AND PARTIES BOUND

1. PARTIES AND SCOPE

The parties to this Agreement are Mosaic Support Services, the Health Services Union, Tasmania Branch (HACSU), and all employees engaged for paid work under the classifications specified in Appendix A. of this Agreement.

The terms that apply to the employee's employment, will be those contained in this Agreement.

The National Employment Standards (NES) will apply at all times to employees covered by this agreement on a no-detriment basis. If the NES are subsequently varied to provide a greater benefit, that benefit will apply.

2. PERIOD OF OPERATION AND NOMINAL EXPIRY DATE

This Agreement will become operational on the seventh day after it is approved by the Fair Work Commission. The Agreement will remain operational for a period of 3 years, unless terminated or replaced in accordance with the *Fair Work Act 2009*.

3. RELATIONSHIP TO AWARD

This Agreement will stand alone and operate to the express exclusion, to the extent permitted by law, of any other award or agreement. The relevant modern award to the employer's industry is the *Social, Community, Home Care and Disability Services Award 2010*. Terms and conditions of this award have been incorporated into this Agreement. In the event of any inconsistency between the Award and a provision of this Agreement, this Agreement shall prevail, unless an express provision of this Agreement provides otherwise.

4. GENERAL DEFINITIONS

'**afternoon shift**' means any shift finishing after 6pm and at or before midnight.

'**broken shift**' means any shift worked in two (2) periods where a continuous break exceeding one (1) hour is directed.

'**Child**' includes an adopted child, as stepchild, an ex-nuptial child and an adult child.

'**client**' means a person with sensory, physical, psychiatric, cognitive and/or intellectual disability for whom an employee provides support to.

'**day shift**' means any shift, other than a broken shift worked wholly between the hours of 6.00am and 6.00pm.

'**de facto partner**':

- a. means a person, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b. includes a former de facto partner of the employee.

'**disability support worker**' means an employee engaged to provide support to clients of the employer.

'**employee**' means any employee included in the scope of this Agreement and covered by the classification structure of this Agreement.

'**employer**' means Mosaic Support Services.

'**household**' means any person permanently residing in the household of an employee.

'**immediate family**' means:

- a. a spouse (which includes a former spouse), de facto partner, civil partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse (which includes a former spouse), de facto partner or civil partner of the employee.

'**National Employment Standards (NES)**' are minimum entitlements prescribed by law.

'**night shift**' means any shift finishing subsequent to midnight and at or before 8.00am.

'**office based employee**' is any employee who is predominately engaged to work in the head office of the organisation.

'**other family member**' means the employees auntie, uncle, niece or nephew.

'**shift work**' means a work cycle, which regularly falls outside the ordinary hours of work in accordance with Hours of Work Clause and may include weekend work.

'**shift worker**' means an employee who works shifts which regularly fall outside the span of hours 6.00am - 6.00pm Monday to Friday.

'**Status quo**' means the situation as it existed before any decision was made, action taken or event occurred which has the potential to alter, amend or otherwise impact upon an employee's conditions of employment.



'Year of experience' means 1976 or 12 months, whichever is the lesser, of continuous employment at the relevant classification incremental level contained in this Agreement and includes experience in the relevant classification incremental level with an employer providing a similar service.

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

5. **AGREEMENT TO BE ACCESSIBLE**

This agreement will be accessible to all parties covered by it.

PART 2 – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

6. CONTRACT OF EMPLOYMENT

The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that the assigned duties are not designed to promote de-skilling.

The employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of those tools and equipment.

Any direction issued must be consistent with the employee's responsibilities to provide a safe and healthy working environment.

7. TYPES OF EMPLOYMENT

Employees employed under this Agreement will be employed under one of the following categories:

a. Full Time Employment

A full-time employee is one engaged to work 38 ordinary hours per week, or an average of 38 hours per week.

b. Part Time Employment

i. A part-time employee is one who is engaged to work less than the full-time ordinary working hours prescribed in this Agreement and has reasonably predictable hours of work.

ii. Prior to commencement, the employer and the employee will agree in writing upon the hours to be worked by the employee, the days upon which the hours will be worked and starting and finishing times each day.

The agreed regular pattern of work does not necessarily have to provide for the same guaranteed numbers of hours each week. The agreement may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

iii. A part time employee, who has regularly worked more than their specified contracted hours, over a period of 12 months, has the right to request in writing to have their contract amended to reflect an increase in hours.

Where a part time employee makes a request in accordance with this clause the employer may agree to that request and if agreed, will have the employee's contract amended to reflect the agreed increased hours. However, the employer may refuse the request on the grounds that:

- (a) the increased hours worked by the part time employee are as a direct result of another employee being absent on leave, such as annual leave, long service leave, parental leave, workers compensation; or
- (b) the increased hours are due to a temporary increase in hours only due to the specific needs of a client; or
- (c) the increased hours are as a result of the part time employee working overtime.

c. Casual Employment

A casual employee is an employee employed on an occasional basis and whose work pattern is irregular and unpredictable. When a person is engaged for casual employment the employee will be informed in writing that the employee is to be employed as a casual, the job to be performed, the classification level, and the relevant rate of pay.

On each occasion a casual employee is required to work, the employee will be engaged for a minimum two (2) hours work.

A casual employee shall be paid at the applicable rate, plus 25% loading in lieu of paid annual leave, paid personal/carer's leave, notice of termination, redundancy payments and any other attributes of full time or part time employment.

Casual employees are engaged by the hour and employment may be terminated by providing one (1) hours' notice by either party.

d. Casual Conversion

Qualifying period

A casual employee will be eligible to apply to have his or her employment converted to a non-casual appointment if he or she has been employed on a regular and systematic basis in the same or a similar and identically classified position, over the immediately preceding period of 12 months of continuous employment. Regular and systematic would include regularity in regards to the hours worked during a fortnight.

The qualifying criterion will not include where a casual employee has covered absences of permanent employees that are expected to return to work, even if that absence extends for a significant period of time.



Where a casual employee has worked regular and systematic hours for a period of 12 months, not including periods where the casual employee has covered periods of absence for permanent staff, the employer may request that the employee converts to part time employment.

The employer must provide all casual employees (whether they become eligible for conversion or not) with a copy of the casual conversion clause within the first 12 months after their initial engagement.

Refusal to convert

The employer must not, unreasonably, refuse an application for conversion. However, it may refuse an application on reasonable grounds.

Reasonable grounds include, but are not limited to, the following:

- i. The employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 12 months from the date of application;
- ii. The employee is performing work with clients or a program, and the employer cannot offer regular and systematic hours due to the employee's inability to meet the specific needs of the client or program;
- iii. The employee is currently participating in, or in the previous 6 months has participated in, a performance improvement process;
- iv. The work is intermittent, unpredictable or involves hours that are or may become irregular in the foreseeable future; or
- v. It would require a significant adjustment to the casual employee's hours of work to accommodate them in full time or part time employment.

Application for conversion

The employee may apply for conversion of his or her casual appointment to a part time or fixed-term appointment.

The employee's application for conversion must be in writing to the relevant General Manager.

The employer must decide to either accept the offer or reject the application based on this clause.

If the application is rejected, the employer will be required to provide a written response to the employee outlining why the application has been rejected.

An employee whose application has been rejected may seek a review of the decision by the General Manager People & Culture within 10 working days of the written notification of rejection.

An employee whose application for conversion has been rejected is not entitled to apply again within 6 months.

e. Fixed Term Employment

A fixed term employee will be an office based employee, or a specialist employee engaged for the purposes of meeting specific organisational needs by agreement with both parties. Before any decision is made to make a fixed-term appointment, the employer must give consideration as to whether the duties would be more appropriately undertaken on a permanent basis.

The employer must not make fixed term appointments that could lead to an expectation of continuing employment, provide this does not preclude a fixed term employee becoming a permanent employee.

A fixed term employee shall be paid at the applicable rate of pay for all time worked and their employment will conclude at the end of a specific project, or at the conclusion of any applicable fixed term period, as prescribed in a contract of employment.

8. PROBATIONARY PERIOD

Upon commencement, all employees are subject to a probationary period of six months.

The employer may terminate a probationary employee any time during this period, with one weeks' notice. Notice may be paid in lieu of time worked.

9. TERMINATION OF EMPLOYMENT

a. Termination by Employer

When terminating the employment of an employee, the employer shall give the employee the following notice, or payment in lieu thereof:

Employee's Period of Continuous Service with Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above notice, employees aged over 45 with no less than two (2) years of continuous service with the employer, shall be entitled to an additional weeks' notice.

The employer shall arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated financial account as soon as possible and no later than 2 working days of the date of the termination.

b. Job Search Entitlement

Where the employer has given notice of termination to an employee, the employee must be allowed up to one (1) day without loss of pay, for the purpose of seeking alternate employment. This time off is to be taken at a time/s that is convenient to the employee, after consulting with the employer.

c. Termination by Employee

The notice given by an employee shall be one (1) week and up to a maximum of two (2) weeks, unless otherwise agreed between the employee and the relevant manager.

d. Abandonment of Employment

If an employee fails to present for work for a continuous period exceeding five (5) rostered working days without consent from the employer, or a reason acceptable without notice to the employer, provided that the employer has taken reasonable steps to make contact with the employee, the employer shall consider the employee abandoned their employment.

10. REDUNDANCY

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table based on the Fair Work Act 2009 and National Employment Standards at the employee's weekly pay for his or her ordinary hours of work.

A redundant employee will receive redundancy pay, calculated as follows: 2.5 weeks' pay for each year of service or part thereof, capped at a maximum of 26 weeks.

A week's pay shall include:

- i. The hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay at the ordinary rate for the classification; and
- ii. Any penalties (shift, weekend and public holidays) as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- iii. Any all purpose work related allowances.

a. Voluntary Redundancy

In the event that it is necessary for the employer to make a position(s) redundant, the employer may seek expressions of interest for voluntary redundancies.

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

In undertaking a voluntary redundancy process the employer will only consider involuntary redundancies where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing the suitability of applications for voluntary redundancy, the employer will be entitled to take into account the operational requirements of the organisation. The employer will consult with the union where the employer rejects an application for voluntary redundancy in favor of an involuntary redundancy.

b. Redeployment

In the event of a position being made redundant, or an employees' hours are reduced or altered which causes a loss of an employee's income, the following will apply:



- i. The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- ii. An employee seeking to be redeployed may be retrained for an available position, provided that they can demonstrate the requisite capability for the position. When retraining is required, the employer will engage the employee in a training plan at the cost of the employer.
- iii. All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

c. Outplacement Support

A redundant employee is entitled to the Job Search provisions contained with clause 9.b.

The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial advisor. At the request of the employee, the employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial advisor agreed to by the employer and the employee.

d. Partial Redundancy

In the event that the employer is required to alter an employee's permanent hours, resulting in a loss of income to the employee, the employer will pay a partial redundancy to the employee.

The partial redundancy is calculated by determining the difference in difference current weekly wages to proposed weekly wages and multiplied by the applicable number of weeks in the above table.

11. AGREEMENT FLEXIBILITY

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. the agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. allowances; and
 - iii. leave loading.
- b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c. the arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement:

- d. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- e. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- f. result in the employee being better off overall than the employee would be if no arrangement was made.

The employer must ensure that the individual flexibility arrangement:

- g. is in writing; and
- h. Includes the name of the employer and employee; and
- i. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- j. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- k. states the day on which the arrangement commences.

PART 3 – HOURS OF WORK, OVERTIME AND PENALTY RATES

12. HOURS OF WORK

- a. The ordinary hours for a full-time employee will:
 - i. For office based staff not exceed an average of 38 hours per week over a fortnight of 76 hours;
 - ii. For Disability Support Work staff not exceed an average of 38 hours per week and may be averaged over a fortnight of 76 hours, or a month of 152 hours. .
- b. The maximum ordinary hours per day or shift is 8, however may be altered by mutual agreement between the parties, up to a maximum of 11 hours per day or shift.
- c. The maximum ordinary hours for all part-time and casual employees is 76 hours per fortnight.

Span of Hours

The span of hours for non-shift workers are between 6.00am and 6.00pm Monday to Friday.

Scheduled Days Off

Each employee will be allowed 2 days off in each week. The days off will operate from the finishing time of work on the day immediately preceding the days off and until the starting time on the day when work is to resume. Provided that any other days off in each week are not scheduled days off for the purposes of this Agreement.

- i. Scheduled days off will be programmed and will not be altered except by mutual agreement between the employer and the employee.
- ii. An employee required to work on his/her scheduled days off will by agreement be allowed another day(s) off in lieu of overtime payment.
- iii. The days off provided in this clause will be at the rate of 2 days per week and by agreement or where it is practicable may be cumulative, but not to exceed 4 days successively.
- iv. Employees who work in supervisory classifications as Disability Support Workers will be exempt from the provisions of paragraphs (i) to (iv) of this clause but will be allowed 8 full scheduled days off in each 4 weekly period.

13. OVERTIME

An employee directed to work outside the ordinary hours of work prescribed in clause 12 - hours of work, will be paid overtime. Overtime will not be paid until the time work has exceeded 15 minutes on any day.

The overtime rate for overtime worked on Monday – Saturday is time and half for the first two hours and double time thereafter. The overtime rate on a Sunday is at the rate of double time.

Rates not cumulative

Overtime rates will be in substitution for, and not cumulative upon, the shift penalties prescribed in clause 14 – Shift Work, Public Holidays and Penalty Rates.

Rest Period after Overtime

Employees shall be released after the completion of overtime for a rest period of at least 10 consecutive hours.

If, on the instruction of the employer, an employee is required to return to work prior to a continuous 10 hour break, penalty rates of double time shall apply until the employee is released from duty.

Time Off instead of Overtime

By mutual agreement, time off may be allowed in lieu of the payment of overtime worked, to a maximum of twelve (12) days annually. The amount of time off shall be calculated on the basis of the appropriate overtime rate.

Any such agreement between parties may be discontinued by mutual consent of both parties or at the request of one party.

If the employee requests at any time to be paid for overtime covered by this agreement not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to overtime when worked, based on the rates of pay applying when the payment is made.

Any time accrued must be used within six (6) months of the time being accrued.

14. SHIFT WORK, PENALTY RATES, ROSTERS

a. Broken Shifts

A broken shift shall not be worked outside the hours of 6.00am and 10.00pm and the break between the 2 shifts shall not exceed 6 hours or such period as agreed to by the employer, employee and representative of the appropriate union.

All work performed beyond the span of 12 hours for a broken shift will be paid at double time. A broken shift allowance will be payable as detailed in clause 20 – Allowances.

Payment for a broken shift will be at ordinary pay with penalty rates and shift penalties in accordance with this clause of this Agreement, with shift penalties being determined by the finishing time of the broken shift.

Shift Rosters

- i. A shift roster will not be implemented or changed until after the expiration of 4 weeks' notice or in the case of an individual employee after the expiration of 1 week' notice of such change or the payment of 1 weeks' pay in lieu of notice in accordance with the employees previous roster. Such notice or payment in lieu of notice will not apply in an emergency situation where agreement is reached between the employer and employee concerned.
- ii. An employee who is working in accordance with a rotating shift roster, and unless otherwise agreed between the employer and employee concerned, is directed by the employer to work on a non-rotating shift roster, such employee will be paid 30 % more than the ordinary rate for the whole period so worked. The payment of this penalty is in substitution and not cumulative upon penalty rates prescribed elsewhere in this clause.

b. Rotating Shift Rosters

A rotating roster of shift work shall apply unless:

- i. The employer and the majority of employees concerned otherwise agree;
- ii. The employer directs the employee/s concerned to work in accordance with a non-rotating shift roster.
Rotating rosters shall provide that a shift worker regularly rotates between day, afternoon and night work or any 2 combinations, subject to the following requirements:
- iii. An employee shall not be required to work on night shift for more than 4 weeks; and
- iv. An employee shall not be required to work more than two thirds of their working time on night shifts; and
- v. Otherwise than by agreement being reached between the employer and the majority of employees concerned, the daily hours of afternoon or night shifts allocated to each employee at any one time, shall continue for at least 5 successive afternoons or nights.
- vi. A rotating shift roster will apply unless the employer and the majority of employees agree otherwise, or the employer directs employees not to work a rotating shift roster.

c. Shift Loadings and Penalty Rates

The following loadings will apply to employees engaged in shift work, or whose ordinary hours of work include weekend and public holidays.

Penalty Rates	Loading
Afternoon shift	15%
Night shift	15%
Saturday and Sunday work	Loading
Saturday work (ordinary hours)	50%
Sunday work (ordinary hours)	100%
Public holiday (ordinary hours)	150%

For the avoidance of doubt, an employee shall only be entitled to the relevant shift loading or overtime, not both.

d. Sleepover Shift

All support workers may be required to undertake sleepover shifts for up to an 8-hour period, between 10.00pm to 8.00am. Support workers may be rostered to work immediately before and/or immediately after a sleepover shift provided a support worker must be rostered or pay the employee for at least four hours' work for at least one of these periods of work. A support worker will be paid at ordinary time, including any relevant penalties, for the time worked, Employees will be paid a sleepover allowance as prescribed in clause 20 – Allowances.

Where an employee, during the sleepover shift, is required to work in assisting or caring for clients in excess of 1.5 hours, or in the case that the employee has had more than three disturbances, shall be paid overtime rates for time worked only, with a minimum of 30 minutes payment at overtime rates.

For the purposes of this clause a disturbance is where an employee is required to work to respond to a client(s) who requires support / assistance.

Disturbances do not include:

- i. external noises, activities or distraction unless they pose a real and immediate threat of personal harm to clients or employees;
- ii. normal household activities where clients independently access resources within their home such as getting a drink, watching TV, self-toileting;
- iii. a clients alarm clock going off;
- iv. actions initiated by the client where the employee is not required to attend.

Disturbances may include (but are not limited to):

- i. clients initiating contact with an employee which in turn requires an intervention by that employee;
- ii. clients causing excessive disturbance to the household necessitating intervention;
- iii. clients requiring assistance following urine or faecal soiling;
- iv. clients requiring assistance during and/or following an epileptic episode;
- v. incidents which necessitate use of prompt/intervention to redirect a client, or avert the onset of a more serious incident; or
- vi. incidents where clients are in severe stress or in need of continuing assistance or support.

All disturbances must be recorded on the Disturbance Form immediately on the completion of the disturbance and forms then sent to the Manager at the end of the shift. This will assist to identify any issues or other strategies required during the period of sleepover and to calculate employee entitlements to payment for disturbances.

Employees on sleepovers shall be provided with:

- i. Wherever practicable single bedrooms and under no circumstances shall be required to share a bed;
- ii. Bed linen, blankets and use of cutlery and crockery without charge to the employee;
- iii. Reasonable storage facilities for securing personal belongings;
- iv. Access to shower and toilet facilities that can be made secure for private use.
- v. An employee shall not be required to work consecutive shifts and sleepovers unless agreed by the employee. The employee will not unreasonably withhold such agreement.

e. **Client Holidays**

Where an arrangement is made for an employee to support a client on holiday, the employee will be entitled to the following loadings:

Client Holidays	Loading
Monday to Friday x 16 hours	15%
Saturday x 16 hours	50%
Sunday x 16 hours	100%

Employees will also be entitled to the sleepover allowance as prescribed in clause 20.a.

A set allowance of \$100.00 will be payable for meals and incidentals per full day away.

Superannuation and leave accruals will be paid and accrued based on 16 hours each full day and pro-rata for each part day worked.

Where two (2) or more employees support a client on a holiday, the above arrangements can be altered with the approval of parties to this agreement.

15. **MEAL AND REST BREAKS**

a. **Meal Break**

All employees will be entitled to an unpaid meal break each day of at least 30 minutes and a maximum of 60 mins in duration within five (5) hours of commencing work. This break will be taken at a time mutually agreed between the employer and the employees at a reasonable time.

Where an employee is required to have their meal with clients, such time will be considered time worked and paid at the ordinary rate.

Employees will also be entitled to two (2) paid 10 minute rest breaks during their shift.

Rest periods may be altered by mutual agreement between the employer and the employee.

16. PUBLIC HOLIDAYS

Public Holidays are determined by the location of the applicable head office of the company. Standard holidays are as follows:

- Christmas Day
- Boxing Day
- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- A public holiday prescribed by legislation / gazetted for the State

Employees located in the South of Tasmania will be entitled to take the Friday immediately following Show Day (Thursday) as a paid holiday. Any employee who is rostered and presents for their shift on this day will be entitled to take a day off in lieu, as agreed with their manager, prior to the 31st December of the calendar year.

Where a holiday with pay occurs on a scheduled day off, an employee will be entitled to a paid day at their ordinary hours at the ordinary rate.

Employees who are rostered on and present to work on a public holiday will be paid for time worked as prescribed in clause 14c – Shift Loadings and Penalty Rates.

PART 4 – WAGES AND RELATED MATTERS

17. CLASSIFICATION STRUCTURE

All employees covered by this Agreement shall be classified according to their skills, experience and qualifications, in consideration of the duties to be undertaken in the role and aligned to the classification structure set out in Appendix A at the determination of the employer.

The employer must advise employees of their classification in writing upon commencement of employment, and of any subsequent changes to their classification.

18. WAGES

a. Wage Schedules

Rates of pay are set out in Appendix B.

b. Wage Increases

Fixed wage increases will be applied to the rates of pay from the first full pay period commencing on or after the 1st July annually in line with the following schedule:

Percentage Increase	Applicable Year
4%	2019
3%	2020
3%	2021

The Employer will apply the increase stipulated above, or the increase determined by the Fair Work Commissions Minimum Wage Increase, whichever is greater.

Additionally, the Employer will apply the increase as prescribed by the Fair Work Commissions Equal Remuneration Order in the first full pay period on or after 1st December 2019.

In the event that this enterprise agreement has not been replaced by 1 July 2022, the minimum wage increase, as prescribed by the Fair Work Commission, will be applied to wage rates from the first full pay in the corresponding period.

Wage rates within this agreement shall never be less than the rates contained within the *Social, Community, Home Care and Disability Services Industry Award 2010*.

c. Incremental Wage Progression

Employees will progress through the increments within each wage level as follows:

Progression from Level 1 Paypoint 1 to Level 1 Paypoint 2 within Level 1, and progression from Level 1 to Level 2 will be as prescribed in Appendix A – Classification Descriptors. for employees who perform tasks described.

Progression will be dependent upon the satisfactory completion of 1976 hours or 12 months continuous employment, whichever is the lesser, of diligent service at the relevant classification level with the employer,

Movement to a higher classification will only occur by way of promotion or reclassification.

d. Payment of Wages

- i. All employees shall be paid on a fortnightly basis on a Thursday for the retrospective two (2) weeks prior.
- ii. Where payment is not made at the time specified in subclause (i), other than in circumstances beyond the control of the employer, the employee will be deemed to be working during the time he/she is kept waiting.

e. Salary Packaging

- i. All employees will be entitled to the maximum salary packaging allowable within Disability Services. The salary packaging provider is at the discretion of the employer and may be changed from time to time.
- ii. Pursuant to the Fair Work Commission's ERO decision of 1 February 2012 any amounts payable under the ERO are able to be subject to salary packaging.

19. SUPERANNUATION

The Employer will make contributions as per the Superannuation Guarantee legislation (currently 9.5%) on behalf of the employee to an employee's Superannuation fund of choice following notification from the employee within 28 days after the end of each month.

Where an Employee fails to nominate a fund within one month of commencing work, payments will automatically be made to the Health Employees Superannuation Trust of Australia (HESTA).

The Employer will make superannuation contributions while an employee is on paid leave, or while on leave for a work related injury or illness, including when the employee is receiving workers compensation payments and remains an employee of the employer.

Voluntary Employee Contributions

Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the employees nominated superannuation fund.

An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of 1 months' written notice to their employer.

20. ALLOWANCES

a. Sleepover Shift Allowance

Employees will be paid a sleepover allowance of \$77.00 per sleepover, or \$87.00 on a Friday and Saturday night, provided they meet the criteria as prescribed within the Sleepover Shift clause.

b. First Aid Allowance

A weekly first aid allowance of \$17.00 will be paid to a full time employee where the employer requires the employee to hold a current first aid certificate.

The employee will be responsible for the provision of first aid in their workplace, including the management of the relevant first aid kits and incident and hazard reporting documentation.

Payment of this allowance will only be provided to an employee identified as the designated First Aid Officer and must hold a valid First Aid Certificate from a registered training organisation.

c. Meal Allowance

An employee who has worked ordinary hours and is required to work in excess of one hour of overtime, may be entitled to a daily paid meal allowance of \$17.00.

Provided that where such overtime work exceeds four hours a further meal allowance of \$12.88 will be paid.

d. Higher Duties Allowance

An employee engaged to undertake duties at a higher classification than their own for a minimum period of five (5) hours, will be entitled to the higher rate of pay for the period worked. All arrangements to undertake duties at the higher rate will be initiated by the relevant Program Manager prior to the duties commencing.

e. Broken Shift Allowance

An employee required to work a shift broken into two (2) periods with a continuous break in excess of an hour, will be entitled to an allowance of \$2.96.

f. Travel in Employee's Vehicle

If an employee is directed by the employer to travel for work purposes, the employee will be reimbursed at the rate of \$0.78 per kilometre.

The allowance is only payable to employees who are requested by the employer to use their personal vehicle. Payment will not be made to employees who are not requested to use their vehicle, or if a vehicle is provided for use by the employer and the employee chooses not to use the vehicle provided.

Employees will not be permitted or required to use their own vehicle to travel with clients.

All allowances in this Agreement will be increased from the same date and by the same percentage as increases to wage rates, but no increase will be required if the increase to wages is as a result of the Equal Remuneration Order.

PART 5 – LEAVE ENTITLEMENTS

21. ANNUAL LEAVE

a. Annual Leave Entitlement

Full time employees are entitled to four weeks (or 152 hours) annual leave per year of continuous service in accordance with the NES. Part time employees will accrue on a pro rata basis.

Shift workers are entitled to an additional week (38 hours) annual leave per year. For the purpose of the NES, a shift worker 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.

Paid annual leave may be taken for a period agreed. The employer will not unreasonably refuse to a request for annual leave.

Annual leave is paid at the employee's base rate of pay for the employee's ordinary hours of work.

b. Annual Leave Loading

A day work employee shall receive, during a period of annual leave, a loading of 17.5% calculated on the base rate of pay. The loading prescribed shall also apply to proportionate leave paid out upon termination of employment.

A shift worker, in addition to their ordinary pay, will be paid the higher of:

- i. An annual leave loading of 17.5% of their rate of pay; or
- ii. The weekend shift penalties the employee would have received had they not been on leave during the relevant period.
- iii. Leave loading is payable on termination of employment at 17.5% of unpaid annual leave.

c. Excessive Annual Leave Accrual

Where an employee's annual leave accrual reaches or exceeds eight (8) weeks (or ten [10] weeks for a shift worker), the employer and the employee will make best endeavours and discuss a plan to reduce the accrual. If necessary, management may request employees take excess annual leave accrued. Provided a request by the employer for an employee to take excess annual leave accrued:

- i. is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;
- ii. Must not require the employee to take any period of paid annual leave of less than one week;
- iii. Must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
- v. Must not be inconsistent with any leave arrangement agreed by the employer and employee.

d. Cashing Out of Annual Leave

An employee may request to be paid in lieu of taking annual leave, but only in the following circumstances:

- i. the employee must retain an entitlement of at least four weeks paid annual leave;
- ii. there is a request in writing on each occasion that leave is cashed out;
- iii. not more than two weeks annual leave may be cashed out in a twelve month period;
- iv. the employer must not exert undue influence or undue pressure on an employee to agree to cash out an amount of annual leave; and
- v. the employee must be paid at least the full amount that would have been payable had the annual leave been taken.

e. Annual Leave Purchase Plan

Employees who accrue annual leave may elect to purchase an additional one (1) or two (2) weeks annual leave over an agreed period through a proportionate reduction in annual salary spread over each fortnightly pay.

If purchased leave hasn't been used and becomes an excessive leave accrual, the employer can direct the employee to take annual leave in accordance with clause 21.c. - Excessive Annual Leave Accrual.

Prior to authorising the deduction necessary to purchase the additional annual leave requested, the employer will provide the employee with a written agreement detailing the calculations supporting the amount to be deducted from the employee's pay over the relevant leave period.

Employees who have entered into an agreement to purchase leave must be given the opportunity to review such arrangements, and amend or withdraw from such arrangements from time to time,

If purchased leave has not been used in a calendar year, it will be carried forward to the following year.

f. Christmas Shut Down

The employer may direct an employee to take paid annual leave during all or part of the period in conjunction with the Christmas/New Year holidays, where the employer shuts down the organisation, part of the organisation, or a site where the employee works. Where the employee has insufficient accrued annual leave for the period of the shutdown, the employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to leave. The agreement must state the amount of leave to be taken in advance and be signed by both the employee and the employer, or the employee's guardian if the employee is under 18 years of age. A copy of the agreement will be kept on the employees file.

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 this clause, the employer may deduct, with the employee's authorisation, 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.

Should a Christmas/New Year shut down period occur, employees will be given two (2) months' notice.

If the employer has another service not subject to close down, the employer shall take reasonable steps, taking into consideration the employee's skills and suitability of role, to give an employee the option of working in that service instead of taking annual leave in advance.

22. PERSONAL/CARER'S LEAVE

a. Personal/Carer's Leave Entitlement

An employee is entitled to twelve (12) days personal/carer's leave cumulative per year. Part time employees are entitled to the amount of leave on a pro rata basis.

b. Taking Personal/Carer's Leave

An employee may take paid personal/carer's leave if the leave is taken:

- i. Because the employee is unfit to work because of a personal illness, or personal injury affecting the employee; or
- ii. To provide care of support to a member of the employee's immediate family or household, who requires support because of:
 - a. A personal illness or personal injury affecting the family member;
 - b. Or an unexpected emergency affecting the member.

c. Unpaid Carer's Leave

An employee is entitled to two (2) days of unpaid carer's leave for each occasion where they have exhausted their paid personal/carer's leave entitlement.

The employee may take unpaid carer's leave as a single continuous period of up to 2 days, or any other periods as agreed between the employee and the employer.

Casual employees are entitled to unpaid personal/carer's leave, subject to the notification and evidence requirements contained within this clause.

d. Notification & Evidence Requirements

Notification to the employer must be given as soon as practicable (which may be a time after the leave has commenced). Notification must also be given about the period of leave, or the expected period of leave. An employee when requested, will prove to the satisfaction of a reasonable person that the employee was unable on account of illness or injury to attend for duty on that day. Evidence by way of a medical certificate from a qualified practitioner or statutory declaration may be required by the employer where an employee has already claimed two single days paid leave in a twelve-month period. Such evidence will be required to entitle the employee to paid personal/carer's leave. Where evidence cannot be provided upon request leave for that absence may be substituted as unpaid.

23. COMPASSIONATE LEAVE

An employee is entitled to ten (10) days paid compassionate leave per occasion when a member of the employee's immediate family or household.

- a. Contracts or develops a personal illness that poses a serious threat to his or her life; or
- b. Sustains a personal injury that poses a serious threat to his or her life; or
- c. Dies.

Provided that the same qualifiers as listed above are met, an employee is entitled to three (3) days paid compassionate leave per occasion for other family members listed in the definitions of this agreement.

Leave may be taken as a single continuous period or any combination of periods up to the maximum leave entitlement.

An employee, other than a casual employee, will be paid at the base rate of pay for the employee's ordinary hours of work in the period. A casual employee is entitled to unpaid compassionate leave in accordance with the requirements of this clause.

24. PARENTAL LEAVE

a. Unpaid Leave

Employees are entitled to parental leave in accordance with the NES.

b. Paid Leave

Permanent full time or part time employees who have worked for the employer for a minimum twelve (12) month period are entitled to paid leave in accordance with the relevant employer policy and procedure annexed to this agreement. Payment will be made at the employee's base rate of pay for the employees ordinary hours worked in the period.

25. SPECIAL LEAVE

Employees are entitled to up to 10 days paid special leave for matters of domestic or pressing necessity or for approved paid study leave. This leave is in addition to other leave entitlements and may be taken as consecutive single days or part days.

a. Family Violence Leave

An employee, who is the victim of family violence, is entitled to take paid leave in accordance with this clause, for the purpose of:

- i. Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- ii. Relocating or making other safety arrangements;
- iii. Other activities associated with family violence.

In addition, an employee who provides support to parents, children or the employee's spouse, who is a victim of family violence, is encouraged to apply to access special leave for the purpose of providing support to that family member.

Notification & Evidence Requirements

The employee shall give the employer notice as soon as practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this subclause. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

The employer will take all reasonable measures to ensure that any personal information provided by the employee concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personal file without their express written permission.

Individual Support

In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request, from an employee experiencing family and domestic violence for:

- i. a change to their telephone number or email address to avoid harassing contact; or
- ii. any other appropriate reasonable measure including those available under existing provisions for family friendly and flexible work arrangements.



Accommodating employees who are subject to, or supporting somebody with domestic violence issues, may have an impact on the normal operational requirements of the employer. In the event of such an occurrence, the employer will negotiate with affected employees to achieve safe and workable outcomes.

Any change in working arrangements under this clause will only apply for the period that the Employee reasonably requires the change as a result of experiencing family or domestic violence.

26. COMMUNITY SERVICES LEAVE

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- a. Time when the employee engages in the activity;
 - i. Reasonable travelling time associated with the activity;
 - ii. Reasonable rest time immediately following the activity; and
- b. Unless the activity is Jury Service – the activity is reasonable in all the circumstances.

An eligible Community Service Activity is Jury Service (including attendance for jury selection), a voluntary emergency management activity, or any other activity prescribed within the Act (and Regulations).

An employee engages in a voluntary emergency management activity if:

- i. the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- ii. the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- iii. the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- iv. either:
 - a. the employee was requested by or on behalf of the body to engage in the activity; or
 - b. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

A recognised emergency management body is:

- i. a body, or part of a body, that has a role or function under a plan that:
 - a. is for coping with emergencies and/or disasters; and
 - b. is prepared by the Commonwealth, a State or a Territory; or
- ii. a fire-fighting, civil defence or rescue body, or part of such a body; or
- iii. any other body, or part of a body, a substantial purpose of which involves:
 - a. securing the safety of persons or animals in an emergency or natural disaster; or
 - b. protecting property in an emergency or natural disaster; or
 - c. otherwise responding to an emergency or natural disaster; or
- v. a body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

The employee must provide reasonable notice of the employee's intention to participate in a community services emergency. Evidence supporting the employee's absence or continuing absence may be required by the employer at any time.

27. LONG SERVICE LEAVE

Employees are entitled to Long Service Leave in accordance with its obligations under the relevant State Legislation or provisions pertaining to the relevant Long Service Leave Scheme.

28. LEAVE WITHOUT PAY

An employee may be eligible to take a period of leave without pay, up to twelve (12) months upon application and upon meeting the following eligibility criteria:

- i. The employee has completed two (2) years continuous service; and
- ii. All available annual and long services leave accruals have been exhausted prior to commencing leave without pay.

The employee must make an application to their Program Manager with at least three (3) months' notice. The Program Manager and the relevant General Manager will take into consideration reasonable organisational requirements and will provide a decision in writing within three (3) weeks of receiving the application.

A period of leave without pay up to twelve (12) months will not be considered a break in continuity of service.

Superannuation is not payable and leave will not accrue on any period of unpaid leave.



PART 6 – CONSULTATION AND DISPUTE RESOLUTION

29. CONSULTATIVE PROCESS

1. This term applies if the employer:
 - a. is seriously contemplating 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.

Major change

2. For a major change referred to in paragraph (1)(a):
 - a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. 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; the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
 - a. 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 the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. 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.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. 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.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):
 - a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses (11) to (15) apply.

11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. 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; the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer 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 the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer 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).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term: relevant employees means the employees who may be affected by a change referred to in subclause (1).
For the purposes of this clause where employee(s) appoint a representative, and such a person is an official of a building association, entry to premises where work is performed is to be in accordance with part 3-4 of the *Fair Work Act 2009*.
17. While the process described in this clause is underway, the parties will respect the status quo.

29. DISPUTE RESOLUTION PROCEDURE

1. If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards;
 - c. Any matter in relation to a potential breach of the employee's terms and conditions of employment, entitlements and workplace rights.

this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. 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.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. 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.

PART 7 - OTHER MATTERS

30. IMMUNISATIONS

The employer will either provide the option for a qualified medical practitioner to immunise employees within work time, or provide reasonable reimbursement to employees for the cost of the influenza vaccination and other vaccinations where management have deemed that there is a risk for a role performed by the employee. Participation in vaccination programs are on a voluntary basis.

31. NOTICE BOARD

In establishments employing 5 or more persons and where a suitable staff room is available, the employer shall accommodate a notice board of reasonable dimensions, upon which approved notices may be posted. An approved notice may include notices posted by the employer and employees and notices posted by an accredited union representative, signed and countersigned by the representative posting same.

32. TRAINING FOR DISABILITY SUPPORT WORKERS

The employer will provide at no cost to staff all training that is deemed essential in the role for which they are employed and paid time to complete such training.

The employer is expected to provide the employees employed under the classifications contained in this Agreement with suitable training relevant to their classification.

Employees will be expected to participate in relevant training, which may include participation in relevant external study courses.

Employees required to attend external training programs to improve work related skills may have to forego some normal rostered shifts. Employees will be paid at the ordinary rate of pay for such training unless training extends beyond 6pm when appropriate shift penalties will be paid.

Employees may be authorised to attend conferences to improve work skills and may have to forego some normal rostered shifts to do so. Employees will be paid for the time attended at the conference at the ordinary rate of pay. Registration costs will be paid by the employer. Accommodation and meal allowances rates payable will be those contained in the Australian Taxation Office Taxation (ATO) Determination TD2017/19, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance will be derived from the capital city rate for each State within that Determination.

Employees may be required to share the knowledge and information gained with colleagues in a format as agreed with the Manager.

33. UNION RECOGNITION & DELEGATES RIGHTS

An employee elected as a union delegate, upon notification by the union to the employer, shall be recognised as the appointed representative of the union to which the employee belongs and shall be allowed reasonable time during working hours to submit to the employer matters affecting the employees he or she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his or her union, provided that the supervisor of the shift or section is given prior notice of the union delegate's intention.

The employer shall provide reasonable opportunities for up to 6 union delegates to attend paid union delegate training each year, providing the total sum training for all 6 delegates does not exceed 20 days per year. The union delegate will be paid at their ordinary rate of pay.

Union delegate shall have reasonable access to office facilities to contact the union office or to progress enquiries on behalf of a member on work-related matters.

Union delegate shall have the right to place notices on notice boards within the employer's premises. Such notices or matters of interest shall be within the policy of and authorised by the Health Services Union, Tasmania Branch.

The employer shall not dismiss or injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.

A Union delegate shall, as part of the official induction program, be allowed to explain to the new employees how the terms of this Agreement operate and benefit the employees.

The employees who are members of a Union are entitled to participate in Union meetings and discussions and exercise their democratic rights.

34. FUTURE NEGOTIATIONS

The employer agrees to commence negotiations with the Health Services Union, Tasmania Branch for a new enterprise agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement with the intention of concluding these negotiations prior to the nominal expiry date.

Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the Agreement, the employer will negotiate in good faith with the Health Services Union, Tasmania Branch.

Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all employees.



PART 8 – AGREEMENT BY PARTIES

35. NO FURTHER CLAIMS

This Agreement is intended to deal comprehensively with all the matters which pertain to the employment relationship between the employer and its employees. The parties acknowledge and agree that this Agreement is in full and final settlement of all matters, claims and demands however described whether or not any matter, claim or demand is specifically addressed within the Agreement

The parties must not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship.

The employer confirms that for the life of this Agreement, no employee will receive a reduction in overall conditions when compared with the relevant modern award.

SIGNATORIES

FOR AND ON BEHALF OF THE COMPANY

NAME: Lynne Harwood

POSITION: Chief Executive Officer

SIGNATURE: _____ DATE: _____

WITNESS NAME: _____

WITNESS SIGNATURE: _____ DATE: _____

FOR AND ON BEHALF OF THE EMPLOYEES

NAME: _____

POSITION: _____

SIGNATURE: _____ DATE: _____

WITNESS NAME: _____

WITNESS SIGNATURE: _____ DATE: _____

APPENDIX A - CLASSIFICATION STRUCTURE

Classification: Level 1 **Indicative title:** Administrator / Clerical employees

Indicative skills, duties and tasks:

Employees at this level will be employees without previous relevant experience or only very minor relevant experience. They must work under close and direct supervision (as defined); will not have a relevant certificate qualification; and must be undergoing extensive 'on-the-job training' (as defined). They will be undertaking a period of structured induction.

Characteristics of the level

- a. A person employed within this classification 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.

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 nature;
- b. undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- c. provide routine information including general reception and telephonist duties;
- d. provide general stenographic duties;
- e. apply established practices and procedures;
- f. (undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

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.

Progression

An employee primarily engaged in responsibilities as prescribed will, if full time progress to pay point 2 on completion of -3 months' industry experience, or if part-time, on completion of 494 hours of industry experience. Industry experience means 3 months of relevant experience gained over the previous

employee may have technical oversight of a minor work activity.

Classification: Level 2 **Indicative title:** Support Worker (Community Access or Day Support Programs)

Indicative skills, duties and tasks:

Employees at this level include, but are not limited to, new employees with certificate qualifications; employees with relevant industry experience at Level 1; or disability support workers engaged in Community Access or day support programs. Employees at this level will be regularly supervised as opposed to being generally supervised.

Characteristics of the level

- a. A person employed within this classification 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.

Requirements of the position

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

- a. Skills, knowledge, experience, qualification and/or training
 - i. basic skills in oral and written communication with clients and other members of the public;
 - ii. knowledge of established work practices and procedures relevant to the workplace;
 - iii. knowledge of policies relating to the workplace;
 - iv) application of techniques relevant to the workplace;
 - v. developing knowledge of statutory requirements relevant to the workplace;
 - vi. understanding of basic computing concepts.

- b. Prerequisites
 - i. an appropriate certificate relevant to the work required to be performed;
 - ii. will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - iii. appropriate on-the-job training and relevant experience; or
 - iv. entry point for a diploma without experience.
- c. Organisational relationships
 - i. work under regular supervision except where this level of supervision is not required by the nature of responsibilities under Level 2.2 being undertaken;
 - ii. provide limited guidance to a limited number of lower classified employees.
- d. Extent of authority
 - i. work outcomes are monitored;
 - ii. have freedom to act within established guidelines;
 - iii. solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Classification: Level 3 **Indicative title:** Support Worker (Supported Independent Living or Respite Options)

Indicative skills, duties and tasks:

Employees at this level include, but are not limited to, Support Workers engaged in Supported Independent Living or Respite Options.

Characteristics of this level

- a. A person employed within this classification 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 2. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3.

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.
 - vi. 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.

Requirements of the job

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

- a. Skills, knowledge, experience, qualifications and/or training
 - i. thorough knowledge of work activities performed within the workplace;
 - ii. sound knowledge of procedural/operational methods of the workplace;
 - iii. may utilise limited professional or specialised knowledge;
 - iv. working knowledge of statutory requirements relevant to the workplace;
 - v. ability to apply computing concepts.
- b. Prerequisites
 - i. entry level for a relevant three year degree—pay point 2;
 - ii. entry level for a relevant four year degree—pay point 3;
 - 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 A.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.

Classification: Level 4 **Indicative title:** Program Coordinator, Specialist Support Worker (multi discipline)

Indicative skills, duties and tasks:

Employees at this level include, but are not limited to, Assistant Group Home Managers, Group Home Managers, Team Leaders, Program Coordinators and employees required to respond to the specific needs of clients identified as exhibiting extreme challenging behaviour, or to respond to the specific needs of clients identified by the employer as requiring an advanced level of support to maintain extraordinary health care treatments.

Characteristics of this level

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

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;
 - vi. assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the position

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

- a. Skills, knowledge, experience, qualifications and/or training
 - i. knowledge of statutory requirements relevant to work;
 - ii. knowledge of organisational programs, policies and activities;
 - iii. sound discipline knowledge gained through experience, training or education;
 - iv. knowledge of the role of the organisation and its structure and service;
 - v. specialists require an understanding of the underlying principles in the discipline.
- b. Prerequisites
 - i. relevant four year degree with one years relevant experience;
 - ii. three year degree with two years of relevant experience;
 - iii. associate diploma with relevant experience;
 - iv. lesser formal qualifications with substantial years of relevant experience; or
 - v. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- c. Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- d. Employees working as sole employees will commence at this level.
- e. Organisational relationships
 - i. works under general direction;
 - ii. supervises other staff and/or volunteers or works in a specialised field.
- f. Extent of authority
 - i. required to set outcomes within defined constraints;
 - ii. provides specialist technical advice;
 - iii. freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - iv. solutions to problems generally found in precedents, guidelines or instructions;
 - v. assistance usually available.

Employees at this Level include, but are not limited to, Intake Supervisor or Client Liaison, Venue Manager, Site

Indicative skills, duties and tasks:

Employees at this level include, but are not limited to, Assistant Group Home Managers, Group Home Managers, Team Leaders, Program Manager and employees required to respond to the specific needs of clients identified as exhibiting extreme challenging behaviour, or to respond to the specific needs of clients identified by the employer as requiring an advanced level of support to maintain extraordinary health care treatments.

Characteristics of the level

- a. A person employed within this classification will work under general direction from management. 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.

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.

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.

APPENDIX B - RATE OF PAY

Classification		Current Weekly	Current Hourly FT & PT	Current Hourly Casual	July 2019 FT & PT	July 2019 Casual
Level 1						
	Paypoint 1	\$808.40	\$21.27	\$26.59	\$22.12	\$27.47
	Paypoint 2	\$837.40	\$22.04	\$27.55	\$22.92	\$28.47
Level 2						
	Pay Point 1	\$987.20	\$25.98	\$32.48	\$27.02	\$33.56
	Pay Point 2	\$1018.09	\$26.79	\$33.49	\$27.86	\$34.60
	Pay Point 3	\$1049.10	\$27.61	\$34.51	\$28.71	\$35.66
	Pay Point 4	\$1077.15	\$28.35	\$35.44	\$29.48	\$36.62
Level 3						
	Pay Point 1	\$1098.47	\$28.91	\$36.14	\$30.07	\$37.34
	Pay Point 2	\$1130.09	\$29.74	\$37.18	\$30.93	\$38.41
	Pay Point 3	\$1154.13	\$30.37	\$37.96	\$31.58	\$39.23
	Pay Point 4	\$1170.70	\$30.99	\$38.74	\$32.23	\$40.03
Level 4						
	Pay Point 1	\$1256.26	\$33.06	\$41.33	\$34.38	\$42.70
	Pay Point 2	\$1289.10	\$33.92	\$42.40	\$35.28	\$43.81
	Pay Point 3	\$1322.20	\$34.79	\$43.49	\$36.18	\$44.93
	Pay Point 4	\$1351.68	\$35.57	\$44.46	\$36.99	\$45.94
Level 5						
	Pay Point 1	\$1427.76	\$37.57	\$46.96	\$39.07	\$48.53
	Pay Point 2	\$1458.41	\$38.38	\$47.98	\$39.92	\$49.57
	Pay Point 3	\$1492.40	\$39.27	\$49.09	\$40.84	\$50.72





Enterprise bargaining

Overview

Enterprise bargaining is the process of negotiation generally between the employer, employees and their bargaining representatives with the goal of making an enterprise agreement. The Fair Work Act 2009 establishes a set of clear rules and obligations about how this process is to occur, including rules about bargaining, the content of enterprise agreements, and how an agreement is made and approved.

What is an agreement?

A registered agreement sets out the terms and conditions of employment between an employee or group of employees and one or more employers.

Under the national workplace relations system there are two categories of agreements:

- enterprise agreements
- agreement-based transitional instruments.

Agreement-based transitional instruments include various individual and collective agreements that could be made before 1 July 2009 under the former Workplace Relations Act 1996. They also include Individual Transitional Employment Agreements (ITEAs) that were made during the 'bridging period' (1 July 2009 – 31 December 2009). These agreements will continue to operate as agreement-based transitional instruments until terminated or replaced.

Agreement-based transitional instruments include:

- collective agreements
- pre-reform certified agreements (i.e. those made before 27 March 2006)
- preserved individual and collective state agreements
- Individual Transitional Employment Agreements (ITEAs)
- Australian Workplace Agreements (AWAs).

For more information on agreement-based transitional instruments including the variation and termination of these agreements, go to www.fairwork.gov.au

What is an enterprise agreement?

An enterprise agreement is between one or more national system employers and their employees, as specified in the agreement. Enterprise agreements are negotiated by the parties through collective bargaining in good faith, primarily at the enterprise level. Under the Fair Work Act 2009, an enterprise can mean any kind of business, activity, project or undertaking.

Under the Fair Work Act 2009, the following new enterprise agreements can be made:

Single-enterprise agreement

A single-enterprise agreement is made between a single employer (or two or more single interest employers) and employees employed at the time the agreement is made, and who will be covered by the agreement. Single interest employers are employers that are in a joint venture or common enterprise or are related corporations. They can also be employers authorised as single interest employers by the Fair Work Commission, which may be either franchisees or other employers where the Minister for Employment has made a declaration.

Multi-enterprise agreement

A multi-enterprise agreement is made between two or more employers (that are not all single interest employers) and employees employed at the time the agreement is made and who will be covered by the agreement.

Greenfields agreement

A greenfields agreement is an enterprise agreement that is made in relation to a new enterprise of the employer or employers before any employees are employed. This can either be a single enterprise agreement or a multi-enterprise agreement. The parties to a greenfields agreement are the employer (or employers in a multi-enterprise greenfields agreement) and one or more relevant employee associations (usually a trade union).

What terms must be included in an enterprise agreement?

An enterprise agreement is an agreement about permitted matters which are:

- terms about the relationship between each employer and the employees covered by the agreement
- terms about the relationship between each employer and any employee organisations (e.g. a trade union) who will be covered by the agreement
- deductions from wages for any purpose authorised by an employee covered by the agreement
- how the agreement will operate.

An enterprise agreement must contain the following terms:

- a nominal expiry date for the agreement which is no longer than four years from the date the Fair Work Commission

approves the agreement

- a dispute settlement procedure, which must authorise either the Fair Work Commission or someone else that is independent of those covered by the agreement to settle disputes about any matters under the agreement in relation to terms of a modern award or the National Employment Standards ('NES')
- a flexibility term that allows for the making of individual flexibility arrangements (IFAs) for the purpose of meeting the genuine needs of the employer and employees. These are arrangements between an employer and an individual employee that vary the operation of the enterprise agreement in relation to the employee (see [What is an Individual Flexibility Arrangement?](#) below)
- a consultation term, which requires the employer to consult their employees about any major workplace changes that are likely to have a significant effect on them and allows the employees to have representation in that consultation. If there is no such consultation term, the model consultation term will apply.

You can access the model dispute settlement, flexibility and consultation terms from the [at www.fwc.gov.au](http://www.fwc.gov.au)

The rate of pay for an employee under an enterprise agreement cannot be less than the relevant rate of pay under the modern award that would apply to the employee or under a national minimum wage order.

What can't be included in an enterprise agreement?

An enterprise agreement cannot include any unlawful content.

This includes:

- a discriminatory term
- an objectionable term (which are terms that require or allow payment of a bargaining services fee, or a contravention of the general protections provisions of the Fair Work Act 2009)
- a term that confers an entitlement or remedy in relation to unfair dismissal before the employee has completed the minimum employment period
- a term that excludes, or modifies, the application of unfair dismissal provisions in a way that is detrimental to, or in relation to, a person
- a term that is inconsistent with the industrial action provisions
- a term that provides for an entitlement to right of entry
- a term that allows for the exercise of any State or Territory OHS legislative right of entry in a manner different to the rights set out in the right of entry provisions of the Fair Work Act 2009.

The Fair Work Commission will review enterprise agreements for any unlawful content. The Fair Work Commission cannot

approve an enterprise agreement that contains unlawful content.

Terms in an enterprise agreement, transitional instruments (award or agreement-based), and modern awards cannot exclude the NES, and those that do will have no effect.

How is an enterprise agreement made?

The Fair Work Act 2009 provides a simple, flexible and fair framework that assists employers and employees to bargain in good faith to make an enterprise agreement.

Employers, employees and their bargaining representatives are involved in the process of bargaining for a proposed enterprise agreement. An employer must notify their employees of the right to be represented by a bargaining representative during the bargaining of an enterprise agreement (other than a greenfields agreement) as soon as possible, and not later than 14 days after the notification time for the agreement (usually the start of bargaining). The notification should be given to each current employee who will be covered by the enterprise agreement.

An employer who is making a greenfields agreement must give written notice to each employee organisation that is a bargaining representative for the proposed agreement. This notice must include the start date of the six month negotiation period for the greenfields agreement.

Who can be a bargaining representative?

A bargaining representative is a person or organisation that each party to the enterprise agreement may appoint to represent them during the bargaining process.

The Fair Work Act 2009 identifies the following as bargaining representatives:

- an employer that will be covered by the agreement
- a trade union who has a member that would be covered by the agreement (unless the member has specified in writing that he or she does not wish to be represented by the trade union, or has appointed someone else)
- a trade union who is entitled to represent one or more employees who will be covered by a greenfields agreement
- a trade union that has applied to the Fair Work Commission for a low paid authorisation that relates to the agreement
- a person specified in writing as their bargaining representative by either an employer or employee who would be covered by the agreement.

For employees who are a member of a trade union, the default bargaining representative is their trade union unless the employee appoints another person.

However, employees can generally appoint whoever they wish as their bargaining representative, including themselves.

What if a bargaining representative benefits?

Organisations that are bargaining representatives (employers, employer organisations, and unions) for a proposed enterprise agreement need to disclose certain financial benefits that they (or certain related parties) will (or could) get because of a term of the proposed agreement.

The disclosure must be set out in a document with details of the relevant financial benefit (a 'disclosure document'). An employer who creates a disclosure document must give it to their employees. A union or employer organisation who creates a disclosure document must give it to the employer, who then provides it to the employees.

You can access fact sheets and further information on corrupting benefits from the Registered Organisations Commission website at www.roc.gov.au.

What are the requirements of good faith bargaining?

Bargaining representatives are required to act in good faith in the process of bargaining for a proposed enterprise agreement.

The following are the good faith bargaining requirements that a bargaining representative must meet:

- attending and participating in meetings at reasonable times
- disclosing relevant information (other than confidential or commercially sensitive information) in a timely manner
- responding to proposals made by other bargaining representatives for the agreement in a timely manner
- giving genuine consideration to the proposals made by other bargaining representatives, and giving reasons for any responses to those proposals
- not behaving in a capricious or unfair way that undermines freedom of association or collective bargaining
- recognising and bargaining with the other bargaining representatives for the agreement.

The good faith bargaining requirements do not require a bargaining representative to make concessions during bargaining for the agreement, or reach agreement on the terms that are to be included in the agreement.

Before the Fair Work Commission approves an enterprise agreement, they must be satisfied that approving the agreement would not undermine good faith bargaining by one or more bargaining representatives for a proposed enterprise agreement.

In addition, a bargaining representative of an employee who will be covered by the agreement must not engage in pattern bargaining in relation to the agreement. Pattern bargaining

is when a bargaining representative is representing two or more proposed enterprise agreements and seeks common agreement terms with two or more employers. However, it is not pattern bargaining if the bargaining representative is genuinely trying to reach an agreement.

What are the steps to seek approval of an enterprise agreement?

Once bargaining is complete and a draft enterprise agreement has been made, it must be submitted to a vote by the employees who will be covered by the agreement.

Before a vote can occur for employee approval, the employer must ensure that:

- during the seven day period before voting for the agreement, employees are given a copy of the agreement and any other material incorporated in the enterprise agreement. The employer must also notify employees of the time and place the vote will occur and the voting method that will be used
- they take all reasonable steps to ensure that the terms of the enterprise agreement, and the effect of those terms, are explained to the employees, and
- the explanation is provided in an appropriate manner (e.g. appropriate for young employees, employees from culturally diverse backgrounds or employees who did not have a bargaining representative).

Employees must endorse the agreement by voting for it. The vote cannot occur until at least 21 days from the date employees were notified of their right to have a bargaining representative.

When is a vote successful?

The vote is successful when one of the following occurs:

- Single-enterprise agreement – a majority of the employees of the employer (or employers if there is more than one single interest employer) who cast a valid vote endorse the agreement.
- Multi-enterprise agreement – a majority of the employees of at least one of the employers, who cast a valid vote endorse the agreement. A multiple enterprise agreement only covers employers whose employees have voted to approve the agreement. Therefore, after the vote the agreement must be varied to remove those employers whose employees have not voted to approve the agreement.

There are no employees to vote on a greenfields agreement. This type of agreement must be signed by each employer and each relevant employee organisation that it covers.

Applying for Fair Work Commission approval

The application for a proposed enterprise agreement must be

lodged with the Fair Work Commission within 14 days of the agreement being made or within such further period as the Fair Work Commission allows.

The application must be accompanied by:

- a signed copy of the agreement
- any declarations that are required by the Fair Work Commission to accompany the application.

To approve an enterprise agreement, the Fair Work Commission must be satisfied that:

- the agreement has been genuinely agreed to by the employees covered by the agreement
- in the case of a multi-enterprise agreement, the agreement has been genuinely agreed to by each employer covered by the agreement and that no person coerced, or threatened to coerce, any employers to make the agreement
- the agreement passes the Better Off Overall Test (BOOT)
- the agreement does not include any unlawful terms, terms that are inconsistent with the NES, or terms about textile clothing or footwear (TCF) outworkers
- the group of employees covered by the agreement was fairly chosen
- the agreement specifies a date as its nominal expiry date (not more than four years after the date of FWC approval)
- the agreement provides a dispute settlement procedure
- the agreement includes a flexibility clause and a consultation clause
- approval is consistent with good faith bargaining
- for multi-enterprise agreements, only employers whose employees have approved the agreement are included
- TCF outworkers do not have detrimental terms compared with those under awards or industrial instruments.

Greenfields agreements are approved if the employee organisations are entitled to represent the interests of a majority of the employees and it is in the public interest.

If an employer and the employee organisations can't agree on the terms of a greenfields agreement after six months of bargaining, the employer can still lodge the agreement for approval with the Fair Work Commission.

In these circumstances, the Fair Work Commission must be satisfied the agreement:

- passes the BOOT
- provides for pay and conditions that are consistent with the standards of the relevant industry.

An enterprise agreement comes into operation seven days after approval by the Fair Work Commission, or at a later date as specified in the agreement. From this date on, an employee's terms and conditions are derived from the enterprise agreement.

What if there is a bargaining dispute?

Bargaining disputes may arise for a number of reasons, for example, a party may not be bargaining in good faith. If there is a bargaining dispute which cannot be resolved between the bargaining representatives, one or more bargaining representatives involved may apply to the Fair Work Commission for assistance in resolving a dispute.

Where necessary, the Fair Work Commission may issue a bargaining order in relation to the proposed agreement. A bargaining order will include the actions that the Fair Work Commission require to be taken, actions that are not to be taken and other matters that the Fair Work Commission considers necessary to promote fair and efficient bargaining.

When making a bargaining order, the Fair Work Commission must be satisfied that:

- the applicant has notified the relevant bargaining representative of their concern (unless the Fair Work Commission considers it is appropriate that this has not happened) and either:
 - one or more of the relevant bargaining representatives for the agreement have not met the good faith bargaining requirements
 - the bargaining process is not proceeding efficiently or fairly because there are multiple bargaining representatives for the agreement.

What if someone contravenes a bargaining order?

The Fair Work Ombudsman can investigate contraventions of a good faith bargaining order. Where a person contravenes a bargaining order, the Fair Work Ombudsman may take legal action for penalties of up to \$12,600 for an individual and \$63,000 for a corporation.

Alternatively, if a bargaining representative contravenes one or more bargaining orders, a bargaining representative can apply to the Fair Work Commission to assist in resolving the dispute.

What happens if the parties are unable to reach agreement?

Where parties are unable to reach agreement on the terms and conditions of a proposed enterprise agreement, a bargaining representative can make an application to the Fair Work Commission requesting assistance.

The Fair Work Commission can make a workplace determination, which prescribes terms and conditions for those employees to whom it applies. In addition, if there is a serious and sustained contravention of a bargaining order that has significantly undermined bargaining, the Fair Work Commission can make a serious breach declaration. If matters are not then settled after 21 days, the Fair Work Commission can make a workplace determination.

Employees are able to initiate industrial action when bargaining for a proposed enterprise agreement. There are strict rules which govern industrial action under the Fair Work Act 2009, including the rights, responsibilities and obligations of employers, employees and their organisations. For more information, please see the ***Fair Work Ombudsman Fact Sheet – Industrial Action***.

What assistance is there for low paid workers?

A bargaining representative or a trade union can apply to the Fair Work Commission to get a low-paid bargaining authorisation. The Fair Work Commission can institute a low-paid authorisation where it believes it is in the public interest to do so.

In deciding this, the Fair Work Commission looks at factors including:

- whether the employers and their employees are bargaining for the first time, or if they face difficulties in bargaining
- the current terms and conditions of employment of the employees
- whether it will help identify productivity and service delivery improvements
- the bargaining strength of the employers and employees involved.

The Fair Work Commission can then help certain low-paid employees and their employers negotiate a multi-enterprise agreement and make a determination in certain circumstances.

What is an individual flexibility arrangement?

While there are no longer statutory individual contracts under the Fair Work Act 2009, an employee and employer can enter into an individual flexibility arrangement (IFA) which varies the terms and conditions of an enterprise agreement in order to meet the genuine needs of the employee and employer.

Every enterprise agreement must contain a flexibility term that provides for individual flexibility arrangements.

When an employer and an employee enter into an IFA, it must:

- be genuinely agreed to by the employer and the employee

- result in the employee being better off overall than the employee would have been if no IFA was made
- be signed by both the employer and employee
- be signed by a parent or guardian of the employee in the case where the employee is under 18 years of age
- a copy of the IFA must be provided to the employee within 14 days of agreement.

If an IFA does not adhere to these terms it will still have effect. However, it may be in contravention of the Fair Work Act 2009. There are also strong protections which prevent undue influence or pressure being applied to an employee to get them to enter into an IFA. Penalties of up to \$12,600 for an individual and \$63,000 for a corporation can apply.

An IFA can be terminated either by mutual agreement in writing between the employer and the employee, or by either the employer or employee, by giving written notice. Modern awards require 13 weeks notice but this may be different in an enterprise agreement (but no more than 28 days).

For more information on IFAs, please see the ***Fair Work Ombudsman Best Practice Guide – Use of Individual Flexibility Arrangements***.

Further information

For further information on how to bargain in good faith and best practice enterprise bargaining, please see the ***Fair Work Ombudsman Best Practice Guide - Improving workplace productivity in bargaining***.

Enterprise bargaining and agreement making are provided for by sections 169–257 of the Fair Work Act 2009.

Individual Flexibility Arrangements are provided for by sections 144 and 145 of the Fair Work Act 2009.

Contact us

Fair Work Online: www.fairwork.gov.au

Fair Work Infoline: **13 13 94**

Need language help?

Contact the Translating and Interpreting Service (TIS) on **13 14 50**

Hearing & speech assistance

Call through the National Relay Service (NRS):

For TTY: **13 36 77**. Ask for the Fair Work Infoline **13 13 94**

Speak & Listen: **1300 555 727**. Ask for the Fair Work Infoline **13 13 94**



Mosaic Support Services

Parental Leave Policy

Policy

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Document Control

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Applicable to	All employees
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Our values



Listen with heart

- ▶ full attention
- ▶ acknowledge the person
- ▶ reflect and summarise



Challenge expectations

- ▶ include everyone
- ▶ support without judgement
- ▶ extend boundaries



Achieve dreams

- ▶ believe it is possible
 - ▶ get involved
 - ▶ make it happen



Celebrate life

- ▶ opportunities for conversations
- ▶ acknowledgement of success
- ▶ embracing family and friends

PURPOSE

This policy is to assist Mosaic Support Services staff understand their entitlements and obligations regarding parental leave and to ensure that all employees are treated in fair and equitable manner.

This policy should be read in conjunction with the Parental Leave entitlements included in the Mosaic Support Services Enterprise Agreement 2019-2022, the Fair Work Act 2009 and the National Employment Standards.

SCOPE

Types of Parental Leave

- Maternity Leave (paid and unpaid)
- Paternity Leave – for a male (or female in the case of same sex relationship) employee taking on the principle role of providing care to child of his/hers.
- Adoption Leave – for an employee taking on the principle caring role for a child in relation to an employee with whom a child is, or is to be, placed for permanent adoption. Leave is not applicable to those employees who are foster carers.

Eligibility for Paid Parental Leave

An employee is eligible for parental leave if:

- They are a permanent full time or a permanent part time employee and have completed at least 12 months continuous service with Mosaic Support Services immediately before the expected due date of birth of a child, or the day of expected placement of a child; and
- They will be assuming the role of primary care giver of the child. The primary care giver is the parent who assumes the main role of providing care and attention to the child within the daily home during normal business hours.

An employee will not be eligible for paid parental leave if they have not served at full 12 months with Mosaic Support Services immediately prior to taking parental leave. This includes the circumstance where an employee has previously been on parental leave and returns to work, but does not serve the full 12 months before taking further leave for the purpose of having a child.

Entitlement to Unpaid Parental Leave

An employee is entitled to 12 months of unpaid parental leave, if the leave is associated with:

- The birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner or;
- The placement of a child with the employee for permanent adoption; and
- The employee has or will have a responsibility for the care of the child.

If the leave is birth-related leave for a female employee who is pregnant with, or gives to a child, the period of leave may start up to 6 weeks before the expected date of the birth of a child, but must not start later than the date of birth of the child. The leave must be taken in a single continuous period.

Entitlement to Paid Parental Leave

For employees eligible for paid parental and/or adoption leave the entitlement is 4 weeks at the employees' base pay (this will be paid at the commencement of the employee's maternity leave, unless it is elected that the leave be paid at half pay over a period of 8 weeks). The entitlement for Paternity Leave is 1 week at the birth of the child.

Applying for Maternity Leave

At least 10 weeks before the presumed date of confinement, the employee is required to supply a certificate from a registered medical practitioner indicating that she is pregnant and the expected date of birth.

At least four weeks before the commencement of the leave, the employee will need to supply the following documentation to their Manager;

- Application for Parental Leave.

The employee will not be in breach of the notice requirements if the confinement occurs earlier than the presumed date for medical reasons.

Paternity Leave

The paid paternity leave entitlement for eligible employees is 1 week at the birth of the child.

Unpaid paternity leave is for a male employee taking on the principle role of providing care to his/her child.

Paternity Leave can be taken as follows;

Concurrent leave – a single unbroken period of up to three weeks or less at the time of confinement of their spouse;

Or

A further unbroken period of up to 49 weeks in order to be the primary carer of a child.

At least 10 weeks prior to the proposed period of leave, the employee must provide a certificate from a registered medical practitioner, which names the spouse/defacto partner, that she is pregnant and the expected date of birth. Alternatively, states the date on which the birth took place and written notification of the dates on which the leave is proposed to start and finish.

The employee will also be required to submit an Application for Parental Leave form.

Unpaid Leave – Illness associated with pregnancy

A female is entitled to a period of unpaid special maternity leave if she is unfit for work during that period because she has a pregnancy related illness, or she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of the child otherwise than by the birth of a living child.

The employee must give the employer notice of taking the unpaid special maternity leave by the employee. The notice must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started) and must advise the employer of the period, or the expected period of the leave. The employer may require a medical certificate as evidence.

Other leave entitlements during parental leave

The employee may take any annual leave or long service leave to which they are entitled to in lieu of, or in conjunction with parental leave, provided that the total amount of leave does not extend the period of parental leave allowed.

Paid personal/carers or paid compassionate leave is not allowed during parental leave.

Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

If a pregnant employee who is entitled to parental leave continues to work during the period of 6 weeks before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following;

- A statement whether the employee is fit to work; or
- If the employee is fit to work – a statement of whether it is advisable for the employee to continue in the present position during a stated period of illness, or risks arising from the pregnancy, or hazards connected with the employees position.

Extending a period of unpaid parental leave

An employee who takes parental leave for less than his or her available leave period has the right to request an extension up to the available period of 12 months. Mosaic must agree to the requested extension, unless there are reasonable business grounds for refusing. If the employer agrees, the employee may further extend the period of unpaid parental leave by a further 12 months up to the maximum available period of up to 24 months. Requests for extensions must be in writing, and given to Mosaic at least 4 weeks before the end of the initial 12 month term.

Return to work guarantee

On finishing parental leave, an employee is entitled to return to their pre-parental leave position, or if that position no longer exists – an available position for which the employee is qualified for, and is suited to, nearest in status and pay to the pre-parental leave position.

Change to employment type

An employee may request to return from a period of parental leave on a part time basis until the child reaches school age to assist the to balance work and parental responsibilities. Mosaic will consider this request bearing in mind the employees needs, but may refuse this request based on genuine organisational needs.

If the employee wishes to return to work on a part time basis they should submit a written request no less than 7 weeks prior to the date upon which they are due to return from parental leave.

For further information regarding Parental Leave, please contact People and Culture.