

**The Vicdeaf
&
Employee
Collective Agreement
2009-2012**



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Section 1- Application & Operation of the Agreement

1.1 Agreement Title & Parties

- a) This Agreement shall be known as the Vicdeaf & Employee Collective Agreement.
- b) The parties to this Agreement are The Victorian Deaf Society (Vicdeaf) “the Employer” (ABN 56 004 058 084) and all Vicdeaf employees with the exception of those staff listed in clause 1.3(a).

1.2 Commencement & Date of Operation

- a) This Agreement shall operate from the day it is lodged with Workplace Authority and shall have a nominal expiry date three (3) years from the date of lodgement.
- b) The Agreement shall remain in force beyond the notional expiry date until such time as a new Agreement is made, in accordance with the provisions of the Workplace Relations Act 1996.
- c) Copies of this Agreement and any amendment hereto, shall be provided by the employer to all employees covered by this Agreement.
- d) The terms of this Agreement may be varied in accordance with section 367 of the Workplace Relations Act 1996 (as amended).

1.3 Scope of the Agreement

- a) This Agreement shall apply to all Vicdeaf employees except for the following exclusions:
 - i) Casual Auslan Teachers
 - ii) Freelance and Casual Interpreters
 - iii) The Senior Management Team
 - iv) The CEO.
- b) This Agreement shall operate in complete substitution of any Award or Agreement, whether state or federal, previously covering such employees as are provided for within the scope described herein.

1.4 Aim of the Agreement

- a) The aim of this Agreement is to unify employees under one Agreement, to support attracting and retaining employees and to

provide greater consistency and overall improvement of terms and conditions of employment.

- b)* The organisation is committed to continuing constructive on-going interaction between the organisation and its employees.
- c)* This Agreement was not entered into under duress by any party.

1.5 Savings Clause

- a)* Nothing in this agreement shall be deemed or construed to reduce any leave entitlements accrued prior to the introduction of the Agreement or to reduce the rate of pay of any individual simply by the introduction of this agreement.
- b)* It is acknowledged that this Agreement is the whole Agreement between the employees and the employer and unless specifically contained in this Agreement, no other terms and conditions of any other Agreement or Award shall apply.

1.6 No Extra Claims

- a)* The parties undertake that during the life of the Agreement there shall be no claims in relation to any matter pertaining to wages and conditions of employment.

1.7 Definitions

- a)* In this Agreement, unless inconsistent with the content or subject matter, Agreement means Vicdeaf and Employees Collective Agreement.
- b)* Casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include a person who could properly be engaged as a full-time or part-time employee, or on a fixed term contract.
- c)* Continuing employee means a person who is employed on a full-time or part-time basis pursuant to a written instrument of appointment which specifies the date of commencement but does not specify a termination date.
- d)* Employee means an employee of Vicdeaf.
- e)* Employer means Vicdeaf and its heirs and successors.
- f)* Immediate manager means the person howsoever titled appointed by the Employer to be responsible for the day to day operations of the employer including supervision and management of employees.

- g)** Senior manager is defined as an employee appointed to a senior managerial position that reports directly through to the CEO.
- h)** Fixed-term employee means a person who is employed either on a full-time or part-time basis pursuant to a written instrument which complies with the provision of clause 2.1.3 of this agreement.
- i)** Full-time employee means a person who is employed to work the maximum ordinary hours of work allowed by this Agreement.
- j)** Part-time employee means an employee, other than a casual employee, who works less than the maximum ordinary hours prescribed by this Agreement.
- k)** A nominated work cycle is a defined length of time in which any full-time employee cannot exceed an average of 38 hours per week.
- l)** Ordinary hours are defined as those hours worked continually during operating hours, except for meal breaks, dependent upon individual letters of offer/employment contracts.
- m)** Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- n)** Ordinary Time Rate means the base rate of pay in which an employee is paid. This term excludes, overtime, penalty rates, shift and sleepover allowances and Saturday and Sunday rates
- o)** Overtime means hours authorised by an employee's immediate manager in advance worked outside of the ordinary work hours specified in clause 4.6.
- p)** Ordinary Time Earnings (OTE) the total of the employee's earnings for ordinary hours of work and also earnings for over-award payments and shift allowances. OTE does not include overtime payments, maternity leave payments, annual leave loading and payments on termination.
- q)** Time off in lieu (TIL) (clause 4.5) means hours taken in lieu of additional hours of work, authorised in advance by an employees immediate manager, undertaken outside an employee's ordinary hours as stipulated in their letter of offer/employment contract.
- r)** Work pattern agreement is defined as a document work pattern that falls within normal operating hours but does not incur overtime or penalty rates.

1.8 Anti Discrimination

- a)** It is the intention of the respondents to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical, sensory or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- b)** Accordingly, in fulfilling their obligations under the above, the parties to this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- c)** Nothing in this clause is to be taken to affect:
 - i)** Any different treatment (or treatment having different effects) which is specifically exempted under the commonwealth anti-discrimination legislation;
 - ii)** An employee, employer or registered organisation, pursuing matters of discrimination in the state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - iii)** The exemptions in Paragraphs 659 (3) and (4) of the Workplace Relations Act (these exemptions can be accessed through the human resources department).

1.9 Dispute Settlement

- a)** Vicdeaf wants to maintain a workplace based on co-operation, mutual trust, respect and open communication between managers and employees. In the event of a dispute in relation to a matter arising under this Agreement this clause seeks to address and resolve the dispute as soon as possible.
- b)** In the first instance the affected employee(s) will attempt to resolve the matter at the workplace by discussions with their immediate manager.
- c)** Should the dispute still remain unresolved or if there is good reason why the employee can not discuss the problem with their immediate manager, the employee should refer the matter onto the next level of management.
- d)** If after this the dispute has not been satisfactorily resolved, the employee, and or Vicdeaf can refer it to the Australian Industrial Relations Commission (AIRC) (or to an agreed independent mediator, conciliator or arbitrator) for further mediation, conciliation and, if unresolved, arbitration, not less than one month after original notification of the dispute or grievance.
- e)** The parties agree that the AIRC or independent arbitrator shall have all necessary powers to require any person or persons or documents to be produced that will assist in the resolution of these matters and to set out any procedural requirements for the determination of matters. The parties agree to comply with any procedural directions.
- f)** A decision made by the AIRC or independent arbitrator as a result of arbitration will be accepted by both parties subject, in the case of a decision by the AIRC, to either party exercising a right of appeal against the decision to a full bench of the AIRC.

- g)** Throughout this process, both parties acknowledge the right of either party to appoint another person, organisation or association to accompany or represent them in relation to the mediation process; and agree that during the time when the parties attempt to resolve the matter:
- i)** The parties continue to work in accordance with their contract of employment provided this does not apply to an employer/employee who has a reasonable concern about an imminent risk to his or her health and safety;
 - ii)** Subject to relevant provisions of any state or territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employees to perform; and
 - iii)** The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

Section 2- Mode of Employment

2.1 Categories of Employment

2.1.1 Full-time Employment

- a) This means an employee who is employed to work on a permanent basis and is required to work thirty eight (38) hours per week or seventy six (76) hours over the course of a fortnight.

2.1.2 Part-time Employment

- a) This means an employee who is employed to work on a permanent basis but who works less than thirty eight (38) hours per week or less than seventy six (76) hours a fortnight. A part time employee shall receive all the provisions of the Agreement on a pro rata basis in accordance with the number of hours worked.

2.1.3 Fixed Term Employment

- a) This means an employee who is employed by Vicdeaf for a fixed period of time or for a specific project/event of finite duration as determined by their contract of employment. A fixed-term employee may be employed on either a full-time or regular part-time basis.
- b) It is agreed that employees who are employed on a fixed term contract of employment, shall be entitled to the following provisions:
 - i) Personal leave shall accrue from one contract to another if a further contract is offered.
 - ii) Annual leave shall accrue from one contract to another if a further contract is offered and shall be paid at the appropriate rate of pay at the time of taking leave.
 - iii) For the purpose of long service leave, service from contract to another shall count as continuous service.
 - iv) Probationary periods will not apply to employees employed on a second and subsequent contract.

2.1.4 Casual Employment

- a) This means employees who are not employed on a permanent basis but rather their hours of work and employment is subject to the availability of work and Vicdeaf's need for their services.
- b) There is no obligation on Vicdeaf to provide the employee work.
- c) Casual employees are employed by the hour and each period of engagement stands alone.
- d) Casual employees are not entitled to any paid leave (other than long service leave as set out in clause 5.5.3(b)), payment for public holidays

not worked and notice at termination or severance pay. Casual's hourly rates of pay include a loading (25%) that compensates the employee for these entitlements. Casuals are entitled to carers leave as per clause 5.3.3; however this leave will be unpaid.

2.2 Probationary Periods

- a)** All new permanent employees will be subject to a three (3) month probationary period. The employee will be advised of the probationary period and the procedures for review of performance at the time the offer of employment is made.
- b)** During the probationary period the employee's performance will be reviewed regularly and the outcomes of the reviews will be made known to the employee.
- c)** Vicdeaf may confirm the permanent appointment of any employee prior to the expiry of the probationary period.
- d)** In the case of contract extensions or internal transfers, ongoing employee appraisal and feedback will apply.
- e)** Successful completion of the probationary period is required for the employment to continue.
- f)** Either party may terminate the employment relationship during the probationary period for any reason by giving one weeks notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal where no notice or payment in lieu applies.

Section 3 - Salary & Salary Related Matters

3.1 Salary Rates and Classifications

- a) All employees will be paid a salary in accordance with the schedule and classification structure outlined in Schedule 1.
- b) In the implementation of the new structure, no employee shall be reduced in salary. Where an employee, prior to implementation of the new structure, is being paid at a rate significantly higher than the rate agreed as applicable to the employee's position under the new structure, the employee's base rate of pay shall be maintained until such time that the rate is equivalent to that payable under the new structure. Thereafter, salary increases as provided for in the Agreement shall apply.

3.2 Incremental Progression

- a) Incremental progression is when the salary of an employee is increased progressively through the salary steps of a classification based on years of experience to the maximum of the range.
- b) Yearly incremental progression will be accordance with the terms and condition outlined within the relevant classification structure.

3.3 Salary Increases

- a) The Agreement is committed to providing the salary increases as outlined within Schedule 2.
- b) Payment of increases will be effective from the first full pay period after July 1st of each year.
- c) If an employee is on unpaid leave at the time of the salary increase, the increase will be effective from the date of their return (not retrospectively).

3.4 Payment of Wages

- a) The salary payable to an employee pursuant to this Agreement shall be paid fortnightly no later than Wednesday via electronic funds transfer into an account nominated by the employee
- b) An employee who has given or who has been given the required notice of termination of employment in accordance with this Agreement or who is summarily dismissed shall be paid all entitlements due within the next normal fortnight pay period.

- c) An employee who wishes to receive payment sooner than specified in 3.4 (b) after such dismissal or termination can request the payment is made earlier, provided that all Vicdeaf property has been returned.
- d) Vicdeaf shall provide to an employee in writing (including electronic advice) the total amount of wages to which he/she is entitled, the amount of overtime therein, details of any deductions made and the Nett amount being paid to the employee.

3.5 Superannuation

- a) The employer will contribute on behalf of the employee in accordance with the law and requirements of the Superannuation Guarantee (Administration) Act 1992.
- b) Employer contributions will be paid into the employer's nominated fund Health Super, as a default fund unless otherwise specified by the employee.
- c) The employee may nominate a superannuation fund other than Health Super to receive their compulsory superannuation guarantee payment. The superannuation fund must comply with the guidelines outlined within the Superannuation Guarantee (Administration) Act 1992.
- d) The employee's earnings base for the purpose of this clause will be based on the employee's ordinary time earnings (OTE).

3.6 Salary Packaging

- a) An employee is able to salary package their salary provided that the total grossed up value of any benefits that attract Fringe Benefits Tax (FBT) does not exceed \$30,000 in the period 1 April to 31 March of the following year.
- b) Note that \$30,000 of grossed up value is equal to approximately \$16,000 of actual expenditure for items not subject to FBT. Where a car is included in a package, the \$30,000 "grossed" up value will be reduced to cover the "FBT" "grossed up" value of the car.
- c) Salary packaging is contingent on the provision that it will operate at NO cost to the employer. It is based on the concept of the Total Employment Cost to the employer. In the event of an increase in tax (other than Payroll Tax) payable by the employer, including PAYE, Fringe Benefits Tax or any state tax equivalent, the employer can exercise the option to adjust or cancel any salary packaging arrangement.
- d) Where an employee packages over and above \$30,000 and a FBT liability is incurred, the employee is liable to reimburse the employer to the extent of the liability incurred.

3.7 Allowances

3.7.1 Travel Allowances

- a) Vicdeaf shall provide employees with access to a company vehicle where required to travel for the purposes of work. Where a company vehicle is not made available to the employee, the employee shall be entitled to claim reimbursement for travel at the kilometre rates set out in clause 3.7.1(c)
- b) An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travel expenses incurred or given taxi vouchers to do so.
- c) Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use their own vehicle. Where a personal vehicle is used, the employee shall be entitled to claim reimbursement for travel at the kilometre rates set out in the table below:

Engine Size	Cents Per Kilometre
> 3.0 litres	83.13
> 2.0 litres	79.30
> 1.6 litres	76.95
</= 1.6 litres	67.95

- d) An employee required to travel involving overnight accommodation shall be reimbursed the cost of board, lodging and casual meals. Claims will be reimbursed on completion of the appropriate claim form and attaching actual receipts. The rates of reimbursement are in accordance with the following:
 - i) Accommodation. Actual accounts will be paid by the employee up to the approved rates outlined by the ATO.
 - ii) All reasonable out of pocket expenses properly incurred by the employee whilst undertaking business will be reimbursed as per the approved rates outlined by the ATO.

3.7.2 Sleepover Allowance

- a) Where an employer requires an employee to sleepover on the employer's premises (Luckie Street) or in relation to a work related activity e.g. camps, for a period outside that of the employee's normal

rostered hours of duty the employee shall be entitled to a sleepover allowance.

- b) The sleepover allowance will be adjusted on the following dates by the following amounts:

\$68.05	per shift from the first pay period on or after July 2009
\$70.09	per shift from the first pay period on or after July 2010
\$72.19	per shift from the first pay period on or after July 2011

- c) The following conditions apply to the sleepover allowance:

- i) No sleepover period shall commence prior to 10pm.
- ii) This allowance shall provide compensation for the sleepover and also to include compensation for all work necessarily undertaken by an employee up to a total of one hour's duration once the sleepover shift has commenced.
- iii) Where an employee is required to work a sleepover shift immediately following a normal rostered shift, the sleepover period will only commence once the employee has completed the rostered shift. If an employee works additional hours during a shift directly before a sleepover shift, this will be paid at overtime rates.

E.g. Shift to finish at 10pm with the sleepover commencing at 10pm. If the employee is required to work until 11pm then the additional hour will be paid at over time rates and the sleepover will commence at 11pm instead.
- iv) Any work necessarily performed by the employee in excess of one hour during his/her sleepover shall attract the appropriate overtime payment as specified in clause 4.6.

3.7.3 Higher Duties Allowance

- a) The opportunity for employees to develop their skills by undertaking higher duties is recognised by Vicdeaf. An employee taking on an approved higher duties assignment for more than five (5) EFT days shall be entitled to an appropriate level of remuneration determined by the employer from the time of taking up the higher duties position until the higher duties period ends.

3.8 Accident Make Up Pay & Workers Compensation

- a) Vicdeaf acknowledges the responsibilities outlined in workers compensation legislation and is committed to the rehabilitation of employees who may be injured, or contract an illness arising out of, or in the course of, their employment with us.

- b)** For the purpose of this subclause “accident pay” shall mean the difference in pay between an injured employee’s current rate of pay and the rate authorised for that injured employee by the insurance company pursuant to relevant workers compensation legislation.
- c)** Where an employee has sustained a work related injury or illness and benefits are payable in accordance with workers compensation legislation, the employee shall be entitled to accident pay.
- d)** Where the employee is totally unfit in accordance with relevant workers compensation legislation, accident pay is defined as the difference between the employee’s compensation payment and the employee’s ordinary time earnings.
- e)** Where the employee has a partial capacity for work, accident pay is defined as the difference between the employee’s compensation payment together with the average weekly amount the employee is earning and the employee’s ordinary base rate of pay excluding shift allowances and regular overtime.
- f)** Accident pay is payable for a maximum period or aggregate periods totalling twenty six (26) weeks per compensable injury claim. Vicdeaf employees who at the lodgement of this Agreement would be entitled to receive a greater entitlement than indicated above will continue to receive this entitlement provided that the maximum period or aggregate periods shall not total more that thirty nine (39) weeks.
- g)** All rights to accident pay shall cease on the death of the employee.

Section 4 - Hours of Work and Time in Lieu

4.1 Normal Operating Hours

- a)** “Normal Operating Hours” are defined as those hours during which Vicdeaf is providing any services or programs. Normal operating hours of Vicdeaf are as follows:

 - i)** 8.00a.m. to 8.00 p.m. Monday to Friday for all employees other than those prescribed in 4.1(d).
- b)** “Normal Start and Finish Times” are defined as the normal start and finish times for employees. Normal start and finish times for Vicdeaf employees are as follows:

 - i)** 9.00 a.m. to 5.06 p.m. (or 5.00 p.m. for part time staff working a 7.5 hour day) Monday to Friday for all employees other than those prescribed in 4.1(d)
- c)** Actual start and finishing times may be negotiated with an employee’s immediate manager in accordance with the need of the department and the employee. However, unless agreed with the employee’s immediate manager, it is expected that the employee be in attendance at a Vicdeaf work location between normal start and finish times.
- d)** The Residential Support Service (Luckie Street) is a 24 hour operation, Monday to Sunday. In this instance separate overtime provisions apply. Refer to clauses 4.6 & 4.7.

4.2 Ordinary Hours

- a)** Ordinary hours for full time employees are thirty eight (38) hours per week.
- b)** Ordinary hours of work for part time employees will be worked at regular times within a fortnight cycle (unless on a rotating roster).
- c)** The length of an ordinary working day for full-time employees is seven point six (7.6) hours including an unpaid thirty (30) minute meal break.
- d)** The length of an ordinary working day for part-time employees is seven point five (7.5) hours including an unpaid thirty (30) minute meal break.
- e)** Where there is an existing part time employee who works more than seven point five (7.5) hours per day, this arrangement will be honoured.
- f)** The hours of work for all employees will be continuous except for meal breaks.

4.3 Work Pattern Agreement

- a) The arrangement of hours worked within normal operating hours shall be made by agreement between the employee and their immediate manager. If a business need arises which requires long term change to the starting, finishing and/or lunch breaks of the employee, Vicdeaf will consult with the employee and advise them with written notice.
- b) With the agreement of their immediate manager, an individual employee may elect to work longer days within/or outside the scope of the normal operating hours. Employees who elect to do this will do so at their normal ordinary pay and will not incur TIL or penalty rates. Such work patterns will be known as work pattern agreements and will be formally recorded.
- c) With the agreement of their immediate manager, an individual employee may elect to substitute a normal working day for one that is outside of the scope of the normal operating hours. Employees who elect to do this will do so at their normal ordinary pay and will not incur TIL or penalty rates.

4.4 Meal & Rest Breaks

- a) Employees working a full day, however defined, shall be entitled to at least two ten (10) minute breaks for morning and afternoon tea, which shall be counted as time worked.
- b) Employees shall be entitled to one ten (10) minute break for every shift of four (4) hours or longer which shall be counted as time worked.
- c) Employees will not be required to work more than five (5) hours without an unpaid meal break of at least thirty (30) minutes duration. Managers will have a responsibility to ensure that employees take their breaks during the course of the working day as to avoid any potential OH&S risks.
- d) An employee, with the agreement of their immediate manager, may elect to take their two paid rest breaks and one unpaid meal break in one fifty (50) minute block.
- e) Employees will be free from duty during rest and unpaid meal breaks.

4.5 Time in Lieu

- a) Time in lieu (TIL) is a system that records the balance of the additional working hours required of an employee that are additional to the employees daily ordinary hours of work. The system is

designed to provide operational flexibility for Vicdeaf and provide employees with opportunities to improve their capacity to balance their work and family responsibilities.

- b)** This clause applies to all employees other than those prescribed in 4.1(d).
- c)** Where an employee works more than their daily working hours during Vicdeaf's normal operating hours (Monday to Friday, 8.00am – 8.00pm) the employee shall be credited TIL on a time for time basis.
- d)** Where additional hours are worked outside Vicdeaf's normal operating hours (Monday to Friday, 8.00am – 8.00pm) the employee shall be credited the following TIL rates.

 - i)** One point five (1.5) hours of TIL for each of the first two (2) hours worked (or part thereof) and then 2 hours TIL for every hour (or part thereof) thereafter (this includes Saturday work).
 - ii)** For additional time worked on Sunday, two (2) hours of TIL for every hour worked (or part thereof).
 - iii)** For time worked on a public holiday, two point five (2.5) hours of TIL for every hour worked (or part thereof).
- e)** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

 - i)** Any risk to employee's health and safety;
 - ii)** The employees' personal circumstances including any family responsibilities;
 - iii)** The need of the workplace;
 - iv)** The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse
- f)** Accrued TIL shall be taken as soon as practicable after it is accrued, at times mutually agreed between the employee and their immediate manager. This would normally be within one calendar month of accruing the TIL.
- g)** TIL must generally be taken within the period of employment. If a circumstance arises where it cannot be taken before an employee's separation from the employer, the employer will pay the TIL at the employee's base rates, excluding any penalties.
- h)** Fortnightly time sheets recording the TIL accrual and balance must be kept for all employees with eligibility to accrue TIL.
- i)** TIL credits may accrue to a maximum of twenty two point eight (22.8) hours except in particular circumstances where the senior manager has agreed in writing that a higher maximum may be accrued.
- j)** If no arrangement has been made by an employee to use accrued TIL in excess of twenty two point eight (22.8) hours, the employer may

direct the employee to take the overtime TIL as a means to reduced the credit to a maximum of twenty two point eight (22.8) hours.

- k)** With the approval of their manager, employees may enter into negative TIL to a maximum of seven point six (7.6) hours.
- l)** Where there is agreement between both parties, excess TIL may be paid out.
- m)** The provisions of this clause do not apply to casuals.

4.6 Overtime (Residential Support Service)

- a)** This clause relates to Vicdeaf's Residential Support Service (Luckie Street) only. All other employees shall refer to clause 4.5.
- b)** Where an employee is required to work in excess of seventy six (76) hours per fortnight, or in excess of an average of seventy six (76) hours per fortnight, the employee shall be paid for those extra hours, at one and half (1.5) times the ordinary hourly pay for the first two (2) hours (or part thereof) and double time thereafter
- c)** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - i)** Any risk to employee's health and safety;
 - ii)** The employees' personal circumstances including any family responsibilities;
 - iii)** The need of the workplace;
 - iv)** The notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it.

4.7 Saturday & Sunday Work

- a)** This clause relates to Vicdeaf's Residential Support Service (Luckie Street). All other employees covered by this Agreement who have been requested to work additional/overtime hours on a Saturday and Sunday will refer to clause 4.5 (d) (TIL).
- b)** All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday shall be paid at one and half (1.5) times the ordinary hourly pay.
- c)** All rostered time of ordinary duty performed between midnight Saturday and midnight Sunday shall be paid at double time.

Section 5 - Leave Provisions & Public Holidays

5.1 Annual Leave and Annual Leave Loading

5.1.1 Period of Leave

- a)** Employees (other than a casual) shall receive twenty (20) annual leave days per year (pro rata for part time employment) on ordinary pay.
- b)** Where an employee is working a seven (7) day roster and is required to work ten or more Saturday or Sundays for more than four (4) hours at a time, an additional week's leave will be granted. This provision will only apply to our Residential Support Service (Luckie Street).
- c)** Annual leave will accrue on a pro rata basis for each completed two (2) week period of continuous service and is cumulative.

5.1.2 Annual Leave Loading

- a)** In respect to our Residential Support Service (Luckie Street), the loading that will apply to annual leave is either:
 - i)** The employee's allowance for performing shift work and work on Saturday and Sundays according to his/her roster or projected roster; or
 - ii)** A loading of 17.5% of ordinary pay for the period of the leave whichever is the greater.
- b)** For all other Vicdeaf employees, an annual leave loading of 17.5% will be paid on all annual leave, at the time it is taken.
- c)** If an employee terminates or resigns, they are entitled to be paid leave loading on accrued annual leave based on completed years of service only.

5.1.3 Annual Leave Exclusive of Public Holidays

- a)** Annual leave does not include any public holiday occurring during the period when the annual leave is taken.
- b)** Where a public holiday falls during a period of annual leave, and assuming the employee would be otherwise rostered to work on that day, the day will be paid as a public holiday entitlement, not as annual leave day.

5.1.4 Leave to be Taken

- a)** An employee must apply for annual leave, which may be taken at mutually convenient time and may include single days.
- b)** No employee shall accumulate more than thirty (30) days annual leave (pro rata for part time employees). If an employee has more than

thirty (30) days accrued leave and has not taken such leave, then Vicdeaf may direct that the leave be taken (or part thereof) with one (1) months notice. Excess leave accrued prior to the lodgement of this Agreement may be taken at a mutually convenient time.

- c) Where an employee requires more than thirty (30) days annual leave on any one occasion, such leave may be deferred by mutual agreement in writing between the employer and the employee.

5.1.5 Sickness during Annual Leave

- a) Where an employee becomes sick whilst on annual leave and provides a medical certificate upon their return to work, then the number of days as specified on the medical certificate will be deducted from any sick leave entitlements and shall be re-credited to his/her annual leave entitlement.
- b) When an employee falls sick on annual leave and they have been paid an annual leave loading, the loading will be recovered and credited back to their remaining balance.

5.1.6 Cash Out of Annual Leave

- a) Subject to the provisions of S233 in the Workplace Relations Act 1996, an employee may, with the agreement of Vicdeaf, request to cash out up to two (2) weeks of their annual leave during each twelve (12) month period provided:
 - i) The employee has a full (4 weeks) accrual remaining once the cash out has been made (no pro rata cash out will be allowed);
 - ii) A minimum of 1 weeks leave is cashed out at a time;
 - iii) The maximum cash out per employee in one year is two (2) weeks;
 - iv) Cash outs are paid with the normal fortnightly pay and will be no less than the employee's basic rate of pay at the time the pay out is made;
 - v) When cashing out annual leave, leave loading will be included in the pay out.
- b) If an employee wishes to 'cash out' an amount of annual leave, the employee must advise Vicdeaf in writing of their election to 'cash out' annual leave and how many days they wish to 'cash out'.

5.2 Public Holidays

5.2.1 Entitlement to Public Holiday Pay

- a) An employee, other than a casual, shall be entitled to the following holidays on ordinary pay. Employees shall only be paid for the public

holidays which fall on days on which the employee would normally work.

- i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day.
- ii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other as day as determined by a particular locality (e.g. Moe or Geelong Cup).

5.2.2 Holidays in Lieu

- a) When Christmas Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on the 27th December.
- b) When Boxing Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on the 28th December.
- c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday with pay must be observed on the next Monday.

5.2.3 Payment for Time Worked on a Public Holiday

- a) If an employee is rostered to work on a public holiday he or she shall be paid double time and a half (2.5) for the time worked.
- b) Where an employee is rostered to work on a public holiday and fails to do so, the employee will be paid at ordinary hours but will not be entitled to penalties associated with the public holiday.

5.3 Personal Leave

5.3.1 Entitlement to Personal Leave

- a) Paid personal leave is available to an employee when he or she is absent due to:
 - i) Personal illness or injury (sick leave); or
 - ii) For the purpose of caring for an immediate family or household member (as defined in section 5.3.3 (c) & 5.3.3 (d)) who is ill or requires care due to an unexpected emergency (Carer's leave)

5.3.2 Sick Leave

- a) In the event of an employee becoming sick and unfit for duty he/she shall be entitled to sick leave as follows:
 - i) Full-time employees shall be entitled to fifteen (15) days sick leave at ordinary pay per completed year of service (pro rata for part time employees).

5.3.3 Carer's Leave

- a) An employee with responsibilities in relation to either members of their immediate family or members of their household are entitled to have access to carers leave.
- b) The entitlement to use sick leave as carers leave is subject to the employee being responsible for the care of the person concerned (the primary carer) and the person concerned either being a member of the employee's immediate family or a member of the employee's household.
- c) The term 'Immediate Family' includes:
 - i) A spouse is the employee's husband or wife to whom they are legally married, or a person who is regarded as the employee's de facto spouse. A de facto spouse means a person who lives with the employee on a bona fide domestic basis, regardless of gender; and
 - ii) A child or an adult child, (including an adopted child, a step child or foster child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee. Refer to **Appendix I** for a diagram of who is included in 'immediate family'.
- d) The term household member is defined as a person who shares a residential address with the employee and who has a co carer relationship with the employee.
- e) An employee, other than a casual employee (who is not entitled to paid leave) shall be entitled to use fifteen (15) days per service year (non cumulative) of their accrued sick leave or where the entitlement is exhausted, annual leave entitlements, as carer's leave to provide care or support for a member of their immediate family or household who is ill or requires care due to an unexpected emergency. Such leave may be taken for part of a single day.
- f) Employees who have exhausted all paid entitlements can access leave without pay as agreed between the employee and their manager for each occasion they are required to provide care or support to a family member or member of their household who is ill or requires care due to an unexpected emergency.
- g) With the exception of up to a maximum of three (3) occasions per annum (refer to sick leave clause 5.3.2(c)(iii)); an employee needing to take carer's leave is required to produce a certificate from a registered health practitioner stating the name of the family or household member who is experiencing an adverse health condition.
- h) If it is not reasonably practicable for an employee to obtain a certificate from a registered health practitioner (such as in cases of an unexpected emergencies) an employee may provide a statutory declaration on a maximum of three (3) occasions per service year stating the name of the family or household member who is experiencing an adverse health condition or unexpected emergency and that they were in fact the primary carer in this instance.

- i)** The manager may discuss with the employee the circumstances requiring the carer's leave to be taken, to determine if the employee is the primary carer in the circumstances, and the employee may be required to produce relevant documentation (i.e. birth certificate or a statutory declaration signed by the employee) to validate their carer role.
- j)** An employee is also obliged to give notice to their immediate manager that they are intending to take carer's leave where this is practicable. Where it is not practicable for an employee to give prior notice, they should notify their manager as soon as possible on the day of the absence. The notice should specify the estimated length of the absence.
- k)** In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

5.4 Compassionate Leave

- a)** Employees shall be granted a maximum of three (3) days of leave per service year (pro rata for part time employees) on ordinary pay on each occasion of the death or serious illness of a member of their immediate family or household or in any other case, where in the opinion of Vicdeaf, special circumstances exist.
- b)** If additional leave is required upon the death or serious illness of a member of their immediate family or household, employees may access annual leave accruals or TIL. Under special circumstances, an employee may be granted leave without pay.
- c)** For the purpose of this clause a member of their immediate family or household is as defined in clause 5.3.3 (c) & 5.3.3 (d).
- d)** If required, Vicdeaf may request that proof of death or serious illness be provided.
- e)** Casuals may access unpaid compassionate leave.

5.5 Long Service Leave

5.5.1 Application of LSL

- a)** Except so far as expressly varied by the provisions of this clause, the provisions of the Long Service Leave Act 1992 (Victoria) shall apply to employees employed under this Agreement.
- b)** This entire clause shall not apply to any current employee who has elected a long service leave provision that is more favorable than the provisions of this clause. At the lodgment of this Agreement Vicdeaf employees who receive a greater entitlement than indicated in clause

5.5.3 (a) will continue to receive this entitlement if they elect to do so.

- c) In respect to clause 5.5.1(b), where an employee receives an entitlement that is more favourable than the provision of this clause and elects to continue with this arrangement, the eligibility to take the entitlement will be as follows:
 - i) In respect to fifteen (15) years service completed, six (6) months long service leave with pay; and
 - ii) In respect to each additional period of five years service completed, two (2) months long service leave with pay.
 - iii) An employee who has completed at least ten (10) years of continuous service will receive upon termination of employment with Vicdeaf, a pro rata payment.

5.5.2 Eligible Employees

- a) With the exception to those employees tied to the condition reflected in clause 5.5.1(b), all other full time, part time and regular casual employees who have worked for Vicdeaf for period of ten (10) years consecutive service are eligible for long service leave.

5.5.3 Entitlement to Leave

- a) In the case of an employee who has completed at least ten (10) year's continuous service:
 - i) In respect to ten (10) years service completed, 2 months long service leave with pay; and
 - ii) In respect to each additional period of 5 years service completed since the employee last became entitled to long service leave, one (1) month.
- b) Casual employees will be entitled to long service leave if:
 - i) The employee has had continuous employment with the one employer; and
 - ii) There has been no more than a three month absence between two periods of employment.
- c) Vicdeaf employees who at the lodgement of this Agreement receive a greater entitlement than indicated in 5.5.3 (a) above will continue to receive this entitlement. In these circumstances long service leave clauses will apply in their entirety in accordance with the pre existing long service leave clauses.

5.5.4 Pro Rata Entitlement

- a) An employee who has completed at least seven (7) years of continuous service will receive upon termination of employment with Vicdeaf, a pro rata payment.

- b)** In respect to clause 5.5.1(b), where an employee receives a pro rata payout entitlement that is more favourable than the provision of this clause and elects to continue with this arrangement, the eligibility to take the entitlement will be as follows:

 - i)** An employee who has completed at least ten (10) years of continuous service will receive upon termination of employment with Vicdeaf, a pro rata payment.

5.5.5 Continuous Employment

- a)** For an employee to be entitled to long service leave, their employment must be continuous. An absence from service of longer than three (3) months through an employer initiated termination and subsequent re-employment, or through a period of non employment as a casual is considered a break in service. Breaks in service do not count as service for the purpose of leave accrual and the start date for the accrual of long service leave becomes the date of re-employment.
- b)** Where an employee resigns from Vicdeaf, continuous service is broken instantly regardless of the time between the resignation and subsequent re-employment. Service is only unbroken if it is an employer initiated termination.
- c)** Any form of paid or unpaid parental leave (maternity, paternity or adoption leave), up to fifty two (52) weeks at a time, will not break continuous employment. Similarly, an absence of any length from work on account of illness or injury (which includes a Work Cover absence), annual leave, or long service leave itself will not break employment. Any other form of paid or unpaid leave, for example study leave, will also not break employment. However, long service leave entitlements will not accrue whilst on unpaid leave. These absences will not be included in an employee's period of service when calculating long service leave.
- d)** Periods of prior service with any other organisation shall not be recognised for the purpose of calculating long service leave entitlements.

5.5.6 Holidays during Leave

- a)** Any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave. Vicdeaf shall grant the employee a day off in lieu provided that the public holiday falls on a day the employee would normally work.

5.5.7 Taking Long Service Leave

- a)** Where requested by an employee and with the agreement of Vicdeaf, an employee may take half their long service leave at double their current ordinary pay. This agreement will be recorded in writing and

will note that an entitlement taken at double pay for the half the period of time will exhaust the entitlement in total.

- b)** Long service leave shall be taken at times which are mutually convenient to the needs of the employer but as far as practicable the wishes of the employee shall be considered when determining the time for taking the leave.

5.5.8 Payment of Long Service Leave

- a)** Long service leave granted with pay shall be paid at the employee's ordinary pay.
- b)** Where all the employee's service has been full-time, payment is at the normal full-time salary
- c)** Where all of the employee's service has been part-time or casual, the long service leave payment is calculated as follows:
 - i)** Where the time fraction has been constant, payment is made at that time fraction.
 - ii)** Where an employees hours vary from week to week, the employees hours for calculating long service leave will be averaged over the preceding twelve (12) months, or the preceding five (5) years, whichever average hours are the greater.

5.6 Parental Leave

5.6.1 Definition of Parental Leave

- a)** For the purpose of this clause references to parent or parental leave shall include maternity, paternity, adoption and permanent placed foster care provided that adoption and permanent placed foster care shall be read as meaning the placement of a child younger than school age.

5.6.2 Basic Entitlement

- a)** Paid Parental Leave
 - i)** To qualify for paid parental leave an employee must at the expected date of delivery, adoption or placement of a child have worked as a part time or full time employee for twelve (12) continuous months with Vicdeaf.
 - ii)** Paid parental leave is in addition to annual leave and sick leave entitlements.
- b)** Unpaid Parental Leave

- i) All employees including casual staff are able to access unpaid parental leave provided that they have worked as an employee for twelve (12) continuous months with Vicdeaf

5.6.3 Primary Care Giver

- a) For the purpose of this clause, the primary care giver refers to the person who assumes the principal role of providing care and attention to the child/children. Employees will be eligible for payment as the primary care giver in accordance with the provision detailed below only if they assume that role. Where an employee's partner assumes the role of the primary care giver, the Vicdeaf employee will be entitled to secondary care giver provisions only.
- b) For the purpose of paid parental leave an employee who is the primary care giver will be entitled to paid parental leave. The following provisions will apply.
 - i) Where an employee has more than twelve (12) months continuous service but less than two years, the payment of two (2) weeks ordinary pay to be taken either before, and/or after the arrival of the child
 - ii) Where an employee has more than two (2) years continuous service but less than three years, the payment of three (3) weeks ordinary pay to be taken either before, and/or after the arrival of the child
 - iii) Where an employee has more than three (3) years continuous service, the payment of five (5) weeks ordinary pay to be taken either before, and/or after the arrival of the child,
- c) Employees on parental leave as the primary carer shall be entitled to a total period of parental leave of up to fifty two (52) weeks inclusive of paid and unpaid components in each instance.

5.6.4 Secondary Care Giver

- a) For the purpose of paid parental leave an employee who is the secondary care giver will be entitled to paid parental leave. The following provisions will apply.
 - i) Where an employee has more than twelve (12) months continuous service but less than three years, the payment of one (1) week ordinary pay to be taken in connection with the birth of their baby either before, and/or after the birth.
 - ii) Where an employee has more than three (3) years continuous service, the payment of two (2) weeks ordinary pay to be taken in connection with the birth of their baby either before, and/or after the birth.

5.6.5 Notice Periods

- a) Applications for paid and unpaid parental leave must be made in writing three (3) months prior to the expected date of delivery of the child.
- b) The application must state the date the employee proposes to commence parental leave and the period of leave to be taken. The application must also state:
 - i) The employee is seeking parental leave to become the primary carer or secondary care giver of the child;
 - ii) Particulars of any period of parental leave sought or taken by the employee's partners
 - iii) That for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment, including paid work.
- c) An employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the primary care giver or other compelling circumstances.
- d) If agreed between the employee and Vicdeaf, an employee may commence parental leave at any time within the six (6) weeks immediately prior to the expected date of birth.
- e) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of a child, Vicdeaf may require the employee to provide a medical certificate stating the employee is fit for normal duties associated with their position.

5.6.6 Prenatal Leave

- a) In an addition to paid parental leave and personal/carers leave provisions in this Agreement, an employee who presents a medical certificate from a registered health practitioner stating they are pregnant and required to attend appointments related to their pregnancy will have access to paid 'prenatal' leave of thirty eight (38) hours (pro rata for part time employees) to attend medical appointments associated with the pregnancy.
- b) An employee eligible for paid parental leave whose partner is pregnant, shall, on presentation of a certificate from a registered health practitioner verifying such pregnancy, be entitled to fifteen point two (15.2) hours (pro rata for part time employees) to attend medical appointments with his or her partner. A medical certificate must be provided to cover each absence.
- c) Vicdeaf will exercise reasonable flexibility to allow employees the ability to leave work and return on the same day when attending the routine medical appointments associated with the pregnancy.

5.6.7 Special Maternity Leave

- a) If an employee's pregnancy is terminated other than by the birth of a living child:
 - i) Within the first twelve (12) weeks of pregnancy the employee is not entitled to special maternity leave;
 - ii) After the first twelve (12) weeks of pregnancy the employee may take unpaid special maternity leave of such periods as a registered health practitioner certifies as necessary. In these circumstances an application to return to work on a part time basis will not be unreasonably refused.
 - iii) The first twelve (12) weeks of pregnancy are defined as twenty eight weeks (28) or more before the anticipated date of the birth of the child.
- b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave they are entitled to in lieu or, or in addition to, special maternity leave.
- c) Where an employee who is not yet on maternity leave suffers an illness related to her pregnancy, she may take the sick leave she is entitled to and any further unpaid leave that a registered health practitioner certified as being necessary before returning to work.

5.6.8 Adoption & Permanent Placement Foster Care Leave

- a) An employee who has twelve months continuous service will be entitled to paid parental leave in the form of adoption/permanent foster care leave as per the following:
 - i) Where the employee is the primary care giver, the provisions in clause 5.6.3 will apply.
 - ii) Where the employee is the secondary care giver, the provisions in clause 5.6.4 will apply.
- b) The employee will notify the employer at least three (3) months in advance from the date of commencement of adoption or permanent placement foster care of the period of leave to be taken.
- c) An employee may commence adoption or permanent placement foster care leave prior to such notice, where circumstances are beyond the control of the employee and the adoption or permanent placement foster care of a child takes place earlier.
- d) Before commencing adoption or permanent placement foster care leave, an employee will provide the employer with a statutory declaration stating:
 - i) The employee is seeking parental leave to become the primary carer or secondary care giver of the child;

- ii) Particulars of any period of parental leave sought or taken by the employee's partners
 - iii) That for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment, including paid work.
- e) Vicdeaf may require an employee to provide confirmation from the appropriate government authority of the placement.
- f) Where the placement of a child for adoption or permanent placement foster care with an employee does not continue or proceed, the employee will notify the employer immediately and the employer will nominate a suitable time according to operational requirements, not exceeding four weeks from receipt of such notification, for the employee's return to work.
- g) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption or foster care agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.
- h) An employee seeking to adopt a child or have a foster child permanently placed in their care is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption or permanent placement foster care procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached the employee is entitled to take up to two (2) days unpaid leave (pro rata for part time employees). Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

5.6.9 Payment during Parental Leave

- a) Employees eligible for paid parental leave will be paid ordinary pay at the time of taking paid parental leave with the continuation of salary packaging where applicable.
- b) Where a public holiday falls during a period of paid parental leave, and assuming the employee would otherwise be rostered to work on that day, the day will be paid as a public holiday entitlement, not as a paid parental leave day.
- c) Employees will be paid at the usual times and intervals of their current pay cycle.

5.6.10 Transfer to a Safe Job

- a) Where an employee is pregnant and, in the opinion of a registered health practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the

employee will, if Vicdeaf deems practicable, be transferred to a safe job at the rate and on the conditions attached to that safe job until the commencement of maternity leave.

- b) If the transfer to a safe job is not practicable, the employee may elect or Vicdeaf may require the employee to commence paid leave for such a period as it is certified necessary by a registered health practitioner and such leave shall be treated as parental leave.

5.6.11 Communication during Parental Leave

- a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Vicdeaf shall take reasonable steps to:
 - i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- b) The employee shall take reasonable steps to inform Vicdeaf about any significant matter that will affect the decisions regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- c) The employee shall also notify Vicdeaf of changes of address or other contact details which might affect the capacity to comply with clause 5.6.11(a).

5.6.12 Variation of Parental Leave

- a) The period of parental leave may be lengthened only once by the employee by providing no less than four (4) weeks notice in writing to Vicdeaf and for a period of no longer than fifty two (52) weeks. Vicdeaf shall consider the request having regard to the employee's circumstances and the effect on the workplace.
- b) The period of parental leave may, with the consent of Vicdeaf, be shortened by the employee giving not less than four (4) weeks notice in writing, stating the period by which the leave is to be shortened. Vicdeaf shall consider the request having regard to the employee's circumstances and the effect on the workplace.

5.6.13 Request for a Part Time Return to Work

- a) Employees on parental leave as the primary care giver shall be entitled to apply to return to Vicdeaf on a part time basis, for a period of up

until the child reaches its second birthday. The employee shall make the application at least three (3) months prior to their return to work. Vicdeaf shall consider the request having regard to the employee's circumstances and the effect on the workplace.

- b)* Vicdeaf shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace. Such grounds may include, but are not limited to, cost, lack of adequate replacement staff, loss of efficiency and the impact on service provision.
- c)* The employee's request and the employer's decision must be recorded in writing.

5.6.14 Return to Work

- a)* After a period of parental leave an employee will confirm their intention to return to work in writing at least six (6) weeks prior to the expiration of their leave.
- b)* An employee will be entitled to the position which they held immediately before taking parental leave. In the case of an employee transferred to a safe job the employee will be entitled to return to the position they held immediately before the transfer.
- c)* Where such a position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- d)* Where an employee chooses not to return to work and wishes to tender their resignation they must comply with the provisions detailed in clause 7.1.2.

5.6.15 Replacement Employees

- a)* A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee taking parental leave, long service leave or leave without pay.
- b)* Before the employer engages a replacement employee the employer must inform the person in writing of the temporary nature of the employment and the rights of the employee who is being replaced.

5.7 Community Services Leave

5.7.1 Jury Service

- a)* An employee required to appear and serve as a juror in any court shall be granted leave on ordinary pay for the period during which

attendance at court is required, less any amount received from the court by way of fee for attendance.

- b)** An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such service.

5.7.2 Witness Appearance Leave

- a)** An employee who is subpoenaed to appear in court as a crown witness or to give evidence on matters directly related to his/her employment is entitled to leave on ordinary pay for the period of such appearance.
- b)** An employee who is required to appear in court in a capacity other than as specified in clause 5.7.1(a) and 5.7.2(a) is entitled to access annual leave or leave without pay for the period of that appearance

5.7.3 State Emergency Services Leave

- a)** Where a Vicdeaf employee, who is a current registered member of the State Emergency Service (SES) and/or Country Fire Authority (CFA) is called out to assist one of these agencies in an emergency, the employee shall be granted time off work to attend to that emergency, without loss of income provided that:
 - i)** The employee must advise their manager in writing that they are a current registered member of the relevant emergency authority and provide proof of such registration.
 - ii)** Proof of current registration (letter from the relevant service stating the employees name and membership number) must be provided to the senior manager annually.
 - iii)** In the event of an emergency during work hours, approval to leave the workplace must be granted by the senior manager.
 - iv)** "Loss of Income" shall mean payment at the employee's ordinary pay.
- b)** Where an employee's attendance at a fire or other emergency warrants their absence from work for a period of greater than three (3) hours, a minimum break of ten (10) hours shall apply between an employee's cessation of attendance to an emergency and their re-commencement at work the next day.

5.7.4 Blood Donor Leave

- a)** Vicdeaf will release staff upon request to donate blood where a collection unit is on site or by arrangement with their supervisor without the loss of pay, to a maximum of three (3) hours per donation on a maximum of two (2) occasions per year.

5.8 Cultural Leave

- a)* The parties to this Agreement recognise and value the cultural diversity of all Vicdeaf employees. Subject to normal operating requirements, Vicdeaf will not unreasonably refuse a request from an employee to observe a day(s) of cultural, ceremonial and/or religious significance.
- b)* Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to TIL, or may take the days as unpaid leave. Unpaid leave under this clause will be capped at five (5) days.
- c)* An employee may be required to provide evidence, such as a statutory declaration, to support his or her request for cultural leave.
- d)* Leave taken in accordance with the provisions of this clause shall not be deducted from the employee's service.

5.9 Christmas and New Year Closure

- a)* Vicdeaf is generally closed from Christmas Day through to New Years Day each year (with the exception of the Residential Support Service). Those employees not required to work during this period shall be required to take annual leave or accrued time in lieu for those days which are not public holidays. For employees who do not have sufficient entitlement accrued then leave without pay will be granted

5.10 Leave without Pay (LWOP)

5.10.1 Entitlement to Leave Without Pay

- a)* Leave without pay (LWOP) is granted having regard to the needs of the employee and their department and granted only when an employee has exhausted their annual leave, TIL and long service leave entitlements.
- b)* To qualify for extended periods of LWOP an employee must have at the time of taking the leave worked as a part time or full time employee for twelve (12) continuous months with Vicdeaf.
- c)* LWOP is available to employees on the basis that such leave is manageable within the department and approved by the relevant manager.
- d)* Where an employee is granted more than one (1) week of leave without pay in total in any service year, that employee will not continue to accrue long service leave, annual leave or other statutory

Agreement entitlements during the period(s) of leave without pay. This means, in effect, that leave without pay suspends the employment relationship but does not terminate it. Continuity of service is not broken.

- e) Entitlements will accrue up to the time when the employee begins leave without pay.
- f) Entitlements stop being accrued when the employee goes on leave without pay, but are still available.
- g) Entitlements start accruing again when the employee returns to work.
- h) When an employee is granted leave without pay in accordance with sub clauses (a) to (c) above, that employee is guaranteed employment in the same job upon return. The inability of the organisation to guarantee employment in the same job will be a valid reason for refusing a request for leave without pay.
- i) If a replacement employee is appointed to the vacancy left by an employee taking LWOP, clause 5.6.15 shall apply.

5.10.2 Communication during Leave without Pay

- a) Where an employee is on leave without pay and a definite decision has been made to introduce significant change at the workplace, Vicdeaf shall take reasonable steps to:
 - i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave without pay; and
 - ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave without pay.
- b) The employee shall take reasonable steps to inform Vicdeaf about any significant matter that will affect the decision regarding the duration of leave without pay to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- c) The employee shall also notify Vicdeaf of changes of address or other contact details which might affect the capacity to comply with clause 5.10.2(a).

Section 6 - Training & Professional Development

6.1 Professional/Career Development

- a)** Vicdeaf is committed to a program of training and skill development to assist employees perform to at least a competent level and, where possible, to assist employees to pursue a career path or improve their opportunities for career advancement.
- b)** Vicdeaf will, as far as is practicable and within reasonable financial capacity, provide staff members with access to training and development opportunities.
- c)** Training and development will be designed to meet the needs of the employees at all levels and to ensure that there is equality of access of all employees, including part time employees, to relevant training and development opportunities.
- d)** Vicdeaf will, as far as practicable and within reason (taking into account operational requirements), support employees who are required to undertake professional development to maintain professional certification.

6.2 Study Leave

- a)** Vicdeaf may grant employees leave for the purpose of acquiring an agreed qualification or studying a course, part of course or attending lectures and exams when the course of study is being offered between the Vicdeaf 'Normal Start and Finishing' times of work (4.1(b)). Staff may have access to the following entitlement during the academic year:

 - i)** Full-time staff may have five (5) hours per week up to twenty six (26) weeks per annum (capped at 130 hours per annum) as time off for study as specified above.
 - ii)** Paid study leave may be taken as mutually agreed by, for example, five (5) hours per week, ten (10) hours per fortnight or blocks of thirty eight (38) hours.
 - iii)** Part-time staff shall be entitled to study leave in accordance with this clause on a pro rata basis.
 - iv)** Casuals are not eligible for study leave.
- b)** Leave entitlements under this clause shall not accumulate from year to year.
- c)** Employees are eligible to apply for study leave, providing they are permanent employees who have completed at least twelve (12) months service.
- d)** To be eligible for study leave, a course of study must be relevant to the employee's position (or approved for future ambitions) and have

the ability to enhance the knowledge, skills and/or expertise of the employee. It is the responsibility of the senior manager to determine whether or not a course of study meets these requirements in order for an employee to have an entitlement to this provision. Consent to any such request will not be unreasonably withheld.

6.3 Conference Leave

- a)** Conference leave is a period of absence approved for the purpose of attending a conference. There is no formal leave available each year. The amount of leave, if any, is a matter for the appropriate senior manager to determine.
- b)** The following points may be taken into consideration when approving leave to attend a conference:
 - i)** The amount of professional development and study assistance the employee has already been granted during the performance year.
 - ii)** The professional standing of the employee in relation to the conference.
 - iii)** The national/international standing of the conference:
 - iv)** Whether the attendance of the employee at the conference has been sought by the organisers of the conference;
 - v)** Evidence the employee will take an active part in the conference, e.g. presenting a paper, chairing a session or acting as a leader of a discussion group;
 - vi)** The value of the participation to the employee's professional development and the potential value to Vicdeaf.

Section 7 - Termination & Redundancy

7.1 Termination of Employment

7.1.1 Notice of Termination by the Employer

- a)** Vicdeaf may dismiss an employee (other than a casual) only if the employee has been given four (4) weeks notice.
- b)** In addition to the notice in clause 7.1.1(a), employees over forty five (45) years of age at the time of the giving of the notice, and who have at least two (2) years continuous service, shall be entitled to an additional week's notice.
- c)** Payment in lieu of the notice outlined in clauses 7.1.1(a) and/or 7.1.1(b) shall be made if Vicdeaf does not wish for the appropriate period of notice to be worked by the employee. Employment may also be terminated by the employee working part of the required notice period and by Vicdeaf making payment for the remainder of the notice period.
- d)** In calculating any payment in lieu of notice, the salary an employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated will be used. That total must be calculated on the basis of:

 - i)** The employee's ordinary hours of work (even if not standard hours); and
 - ii)** The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - iii)** Any other amounts payable under the employee's contract of employment.
- e)** The period of notice in this clause will not apply:

 - i)** In the case of dismissal for serious misconduct or other grounds that justify instant dismissal;
 - ii)** To employees engaged for a specific period of time or for a specific task or tasks;
 - iii)** To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - iv)** To casual employees.
- f)** 'Continuous service' is defined as all periods of part time, full time and/or casual employment with Vicdeaf provided:

 - i)** That there is no break in the continuity of such service that exceeds three (3) months (as per clause 5.5.5);
 - ii)** That any period of approved leave with or without pay does not constitute a break in service.

7.1.2 Notice of Termination by an Employee

- a)** An employee (other than a casual) may resign at any time by giving four (4) weeks written notice to Vicdeaf. There is no requirement by the employee to give additional notice based on their age.
- b)** If an employee fails to give the required notice Vicdeaf has the right to withhold monies due to the employee to a maximum amount equal to the ordinary pay for the period of notice.

7.1.3 Time off During Notice Period

- a)** During a period of notice of termination given by Vicdeaf, a permanent employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with Vicdeaf.

7.1.4 Due Process

- a)** Except in cases of redundancy, the employment will not be terminated for matters of incompetence or unsuitability without applying due process. Vicdeaf's procedures in relation to performance management will always be adhered to.

7.2 Redundancy

7.2.1 Redeployment

- a)** Vicdeaf will make every effort to re-deploy employees to other vacant positions in the event that a position is declared redundant. Redundancy occurs because Vicdeaf no longer wishes a job that an employee has been doing to be done by anyone. This may happen as a result of adverse operational circumstances or because Vicdeaf has introduced new technology, or restructured its organisation in such a way that the work is no longer needed or is to be done in a different way.
- b)** Redeployment opportunities at the same level will be sought for affected employees provided that the employee has the skills and ability to perform the duties of the position; or the employee has demonstrated the capacity to gain these skills and ability through appropriate employer funded training or self funded training.
- c)** Where no redeployment opportunities exist the employee will be informed of this no later than one (1) month prior to the anticipated position redundancy date.
- d)** If there are no re-deployment opportunities at the same level then other positions at a lower level may be offered to the employee with

salary maintenance. Such an offer will be made to the employee who has the necessary skills to meet the requirements of the position, and the employee may reject the offer of redeployment to a lower level position. In the event the employee rejects the offer, Vicdeaf may make other offers of redeployment or will make a redundancy payment. If the employee accepts the offer of a lower level position, ordinary pay will be maintained at the substantive rate of pay for a period of twelve (12) months.

7.2.2 Severance Pay

- a) When a redeployment opportunity does not exist as a result of a redundancy, subject to further order by the Australian Industrial Relations Commission (AIRC), employees shall be paid an amount in accordance with the following scale:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and over	12 weeks' pay

7.2.3 Definitions

- a) Week's pay means the ordinary pay for the employee concerned provided that such rate shall exclude:
- i) Overtime;
 - ii) Penalty rates;
 - iii) Disability allowances;
 - iv) Shift allowances;
 - v) Special rates;
 - vi) Fares and travelling time allowances;
 - vii) Bonuses; and
 - viii) Any other ancillary payments of a like nature.

7.2.4 Employee Leaving During Notice Period

- a) An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 7.1.1(a). In this circumstance the employee

will be entitled to receive the benefits and payments they would have received under this clause had they remained with Vicdeaf until the expiry of the notice, but will not be entitled to payment in lieu of notice.

7.2.5 Employees Exempted

- a)** This clause does not apply to:
 - i)** Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - ii)** Probationary employees;
 - iii)** Trainees;
 - iv)** Employees engaged for a specific period of time or for a specified task or tasks; or
 - v)** Casual employees.

Section 8 - Signatories

ON BEHALF OF THE EMPLOYER

Signed for Vicdeaf by: _____
(full name of signatory)

Address of Signatory: _____

Position: _____

Signature: _____

Date: _____

ON BEHALF OF THE EMPLOYEES

Signed for the Employees by: _____
(full name of signatory)

Address of Signatory: _____

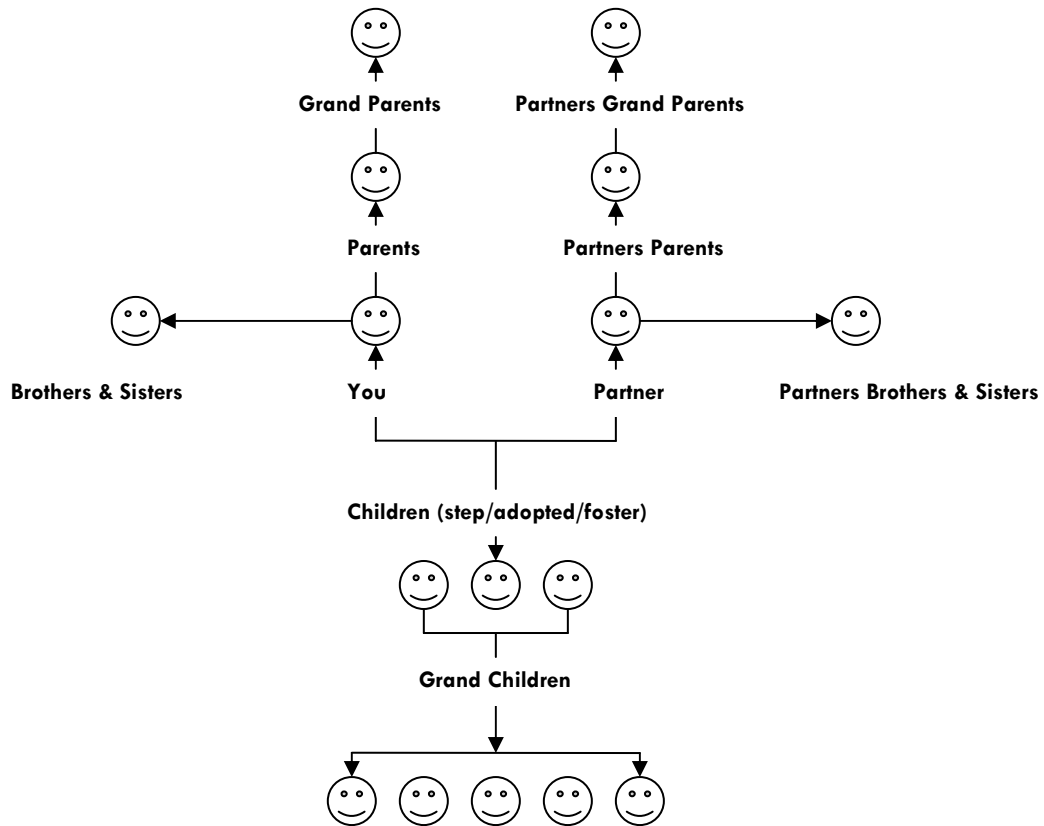
Position: _____

Signature: _____

Date: _____

Section 9 - Appendices

Appendix 1 - Spouse and Immediate Family Graphic



Section 10 - Schedules

Schedule 1- Classification & Salary Structure

General Services Stream

This classification provides starting salaries for all positions within Vicdeaf that do not fall within the other defined classification structures. Positions being classified under the GSS structure include:

- Reception and Administration
- Information
- Finance
- Quality
- IT
- Human Resources
- Clinical Support positions within hearservice
- Clinical Support positions within Rehab
- Booking Office
- Auslan Services
- Secretariat
- Staff/In-house Interpreters

Incremental Progression

Increase in salary will be in accordance with the % amount as per the Collective Agreement. Further increases beyond the fixed % will be as per the Senior Managers discretion.

Relevant Qualification

Qualifications will be dependant on the position and will be clearly outlined within each position description.

Classification	Minimum Qualifications, Knowledge and Experience
GSSI	<ul style="list-style-type: none"> • GSSI positions have achieved a standard to be able to perform specialized or non routine tasks or features of the work. • Required to undertake duties which require knowledge and skills which may be gained by the completion or one or two year post secondary certificate/diploma and from on-the-job experience considered relevant by the organisation. • The employee has the technical knowledge and/or

	<p>experience to perform standard administrative duties, usually without technical instruction.</p> <ul style="list-style-type: none"> • Able to undertake the range of duties and responsibilities outlined within the position description following a period of induction.
GSS2	<ul style="list-style-type: none"> • The employee is required to accept personal responsibility significantly beyond that of an GSSI position. • Plans and prioritizes own work programs to achieve defined targets. • Employees exercise initiative, discretion and judgment regularly in the performance of their duties. • Strive to improve own performance, skills and professional knowledge base through supervision, training and development initiatives. • Able to undertake the range of duties and responsibilities outlined within the position description following a period of induction.
GSS3	<ul style="list-style-type: none"> • The employee is required to accept personal responsibility significantly beyond that of an GSS2 position. • Have developed considerable organisation or industry specific knowledge sufficient to give independent advise/and or information to the organisation and clients in relation specific areas of their responsibilities. • Responsible for assuring the quality of their own work and may have some responsibility for ensuring the quality of other employees through consultation. • Able to achieve position objectives with little or no supervision and is also responsible for assisting the department in achieving their objectives. • Able to undertake the range of duties and responsibilities outlined within the position description.
GSS4	<ul style="list-style-type: none"> • The employee would generally be required to coordinate a specific support function or assist a Senior Manager in the management of support functions. • Able to train employees in GSS3 and below positions by personal instruction and demonstration. • May supervise staff at lower level with responsibility for the allocating of work, coordinating workflow, checking the progress of work, the quality of work

	<p>and problem solving.</p> <ul style="list-style-type: none"> • Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialized knowledge and experience sufficient to enable them to independently advise the relevant Senior Manager on a range of activities and features and contribute within the relevant field(s) of their expertise. • Able to undertake the range of duties and responsibilities outlined within the position description.
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Classification Point	Salary (Annual)
GSS1	\$30,805 - \$34,639
GSS2	\$35,133 - \$38,492
GSS3	\$40,726 - \$46,685
GSS4	\$47,179 - \$53,819

Allied Health Professional

This classification encompasses positions where the primary purpose of the job is the actual practice of the profession and all associated functions as outlined within the position description.

This classification requires a mandatory qualification in the area of the profession and where applicable and required, registration with the appropriate professional body.

The AHP classification includes Audiologist, Speech Pathologists and any other allied health role that meets the outlined criteria.

Incremental Progression

- For full time staff, this classification has yearly progressions for an AHP1 and an AHP2 based on years of experience.
- The progression between an AHP1 and AHP2 level will be automatic provided employees have completed '12 months work' equal to a years fulltime hours (1976 hours) in the last 3 years.
- Incremental progressions for years of experience will be capped at AHP2.4.
- Progression to an AHP3 and above is not automatic or based on years of experience.
- Part time and casual staff progress through the classification points within this structure on completion of '12 months work' equal to a years fulltime hours (1976 hours) in the last 3 years.
- Where an employee works less than 2 days a week, the '12 months work' equal to a years fulltime hours (1976 hours) may be accrued over a period of up to 5 years.
- Subsequent increases will be awarded in accordance with the terms and conditions of the Collective Agreement

Relevant Qualification

A tertiary qualification gained within or outside of Australia that enables the person to be eligible for membership with the following bodies:

- Audiological Society of Australia; and/or
- Speech Pathology Australia

Classification	Minimum Qualifications, Knowledge and Experience
AHP1	<ul style="list-style-type: none"> • A tertiary qualification gained within or outside of Australia that enables the person to be eligible for membership within the relevant industry body. • A clinician with less than 4 years experience (i.e. a new graduate). • Able to competently undertake the range of duties and responsibilities outlined within the position description after supported induction and supervision into the organisation.
AHP2	<ul style="list-style-type: none"> • A tertiary qualified clinician with more than 4 years experience or a tertiary qualified clinician who undertakes extra recurring tasks or responsibilities. • Able to competently undertake the full range of duties and responsibilities outlined within the position description after supported induction and supervision into the organisation. • The capacity to undertake additional work and functions e.g., research, training, quality, developmental work. • Have achieved a high level of performance and have shown a personal commitment to further professional development.
AHP3	<ul style="list-style-type: none"> • A tertiary qualified clinician engaged in a senior role which requires special knowledge, qualifications or depth of experience e.g. clinical, or administrative leadership roles. • Able to competently undertake the range of duties and responsibilities outlined within the position description following a period of induction within the team for specific organisation knowledge. • Undertakes additional responsibility in regards to administration and supervision of staff and/or management or specialised clinical work with a research or development focus or extra specific responsibilities as identified. • Provides training, support and guidance to clinical staff • Successfully completed (or willing to complete) additional study in area of expertise relating to clinical profession.

Classification Point	Salary (Annual)
AHPI.1	\$50,542
AHPI.2	\$52,976
AHPI.3	\$55,628
AHP2.1	\$56,938
AHP2.2	\$58,570
AHP2.3	\$61,410
AHP2.4	\$66,313
AHP3.1	\$68,913
AHP3.2	\$71,289
AHP3.3	\$73,167
AHP3.4	\$75,045

Client Support Worker

- This classification structure covers all positions that provide direct client services.
- There are 3 streams to this classification structure, Case Management, Independent Living Skills and Team Leaders/Specialty Positions.

Incremental Progression

- '12 months of work' refers equals 12 months relevant experience gained in the last 3 years.
- A fulltime worker progresses through the classification points within this structure after each completed year or work.
- Part time and casual staff progress through the classification points within this structure on completion of '12 months work' equal to a years fulltime hours (1976) in the last 3 years.
- Future increases will be in accordance with the terms and conditions of the Collective Agreement

Classification	Minimum Qualifications, Knowledge and Experience
CSW-ILS (Independent Living Skills)	<ul style="list-style-type: none"> • Certificate IV Community Services (Disability Work) or equivalent industry experience; • Provides client support within a well defined service delivery framework; • The ability to provide training and development programs to support clients; • Able to successfully undertake the range of duties and responsibilities outlined within the position description.
<p>A person with the relevant qualifications and experience as stated above with industry experience equal to one year commences on CSW-ILS1. Two years industry experience CSW-ILS2 and so on.</p>	

Classification Point	Salary (Annual)
CSW-ILS1	\$ 36,208
CSW-ILS2	\$ 37,775
CSW-ILS3	\$ 38,317
CSW-ILS4	\$ 39,463
CSW-ILS5	\$ 40,340
CSW-ILS6	\$ 41,600
CSW-ILS7	\$ 42,284

CSW-ILS8	\$ 43,487
CSW-ILS9	\$ 44,526
CSW-ILS10	\$ 45,565

Classification	Minimum Qualifications, Knowledge and Experience
CSW-CSM (Case Management)	<ul style="list-style-type: none"> • Professional qualification/experience in Social Work, Community Welfare Work, Disability Studies Certificate IV or relevant qualification deemed appropriate by the organisation; • Able to successfully undertake the range of duties and responsibilities outlined within the position description; • Experience in providing client focused case management including advocacy, referral and support; • Ability to provide complex case management under professional guidance and supervision.
<p>A person with the relevant qualifications and experience as stated above with industry experience equal to one year commences on CSW-CMS1. Two years industry experience CSW-CMS2 and so on.</p>	

Classification Point	Salary (Annual)
CSW-CMS1	\$ 39,698
CSW-CMS2	\$ 41,070
CSW-CSM3	\$ 42,033
CSW-CSM4	\$ 43,293
CSW-CSM5	\$ 44,672
CSW-CSM6	\$ 46,000
CSW-CSM7	\$ 46,468
CSW-CSM8	\$ 48,373
CSW-CSM9	\$ 49,706
CSW-CSM10	\$ 51,028

Classification	Minimum Qualifications, Knowledge and Experience
CSW-TML (Team Leader/Specialist Position)	<ul style="list-style-type: none"> • Relevant qualifications in Social Work or another equivalent qualification deemed appropriate by the organisation; • Operational experience including providing supervision and leadership; • Provides professional guidance and coaching to staff;

	<ul style="list-style-type: none"> • A qualified professional undertaking a role which requires expert knowledge, qualifications or depth of experience e.g. clinical or administrative leadership roles.
<p>A person with the relevant qualifications and experience as stated above with industry experience equal to one year commences on CSW-TML1. Two years industry experience CSW-TML2 and so on.</p>	

Classification Point	Salary (Annual)
CSW-TML1	\$ 46,000
CSW-TML2	\$ 47,150
CSW-TML3	\$ 48,300
CSW-TML4	\$ 49,450
CSW-TML5	\$ 50,600
CSW-TML6	\$ 51,750
CSW-TML7	\$ 52,900
CSW-TML8	\$ 54,050
CSW-TML9	\$ 55,280
CSW-TML10	\$ 56,101

Residential Support Worker

This classification relates to people providing direct care and support to people with a disability living in our community-based group home.

Incremental Progression

- '12 months work' equals 12 months relevant experience gained in the last 3 years.
- A fulltime worker progresses through the classification points within this structure after each completed year or work.
- Part time and casual staff progress through the classification points within this structure on completion of '12 months work' equal to a years fulltime hours (1976) in the last 3 years.
- An RSW2 has yearly progressions based on years of experience, capped at RSW2.3. Progression to a RSW3.1 will be dependent upon the employee gaining a relevant qualification at a Certificate III level.
- An RSW3 has yearly progressions based on years of experience, capped at RSW3.3.
- Progression to a RSW4.1 will be dependent upon the employee gaining a relevant qualification at a Certificate IV level.
- Future increases will be in accordance with the terms and conditions of the Collective Agreement

Relevant Qualifications

- Certificate III Community Services (Disability Work)
- Certificate III in Disability Work
- Certificate IV Community Services (Disability Work)
- Certificate IV in Disability Work
- Diploma level or above in a disability related study.
- Other relevant qualifications deemed appropriate by the organisation.

Classification	Minimum Qualifications, Knowledge and Experience
RSW1	<ul style="list-style-type: none"> • A person appointed to the position of a Residential Support Worker with no relevant experience and no relevant qualifications will start at this level. • A person able to undertake the range of duties and responsibilities outlined within the position description.

RSW2	<ul style="list-style-type: none"> • A person appointed to the position of a Residential Support Worker who has at least one year of pervious relevant experience but no accredited qualification relevant to the position. • A person able to undertake the range of duties and responsibilities outlined within the position description.
RSW3	<ul style="list-style-type: none"> • A person appointed to the position of a Residential Support Worker who has an accredited qualification relevant to the position at the level of Certificate 3 (III) under the Australian Qualifications Framework. • A person able to undertake the range of duties and responsibilities outlined within the position description.
RSW4	<ul style="list-style-type: none"> • A person appointed to the position of a Residential Support Worker who has an accredited qualification relevant to the position at the level of Certificate 4 (IV) under the Australian Qualifications Framework. • A person able to undertake the range of duties and responsibilities outlined within the position description.

Classification Point	Salary (Annual)
RSW1.1	\$30,568.72
RSW2.1	\$32,050.72
RSW2.2	\$32,248.32
RSW2.3	\$32,445.92
RSW3.1	\$33,157.28
RSW3.2	\$33,335.12
RSW3.3	\$33,532.72
RSW4.1	\$34,145.28
RSW4.2	\$34,323.12
RSW4.3	\$34,514.48

Employment Services Consultant

This classification structure provides starting salaries for all positions within the organisation that provide a range of services to people with disabilities seeking employment opportunities, specifically positions within Senswide

The Employment Services Consultant classification covers a person with relevant experience in the education and/or training or employment for people with a disability or the ability and willingness to learn the required skills.

Whereby a car is included in a salary package, the figures below will be adjusted down to accommodate value of the car.

Incremental Progression

Increase in salary will be in accordance with the % amount as per the Collective Agreement.

Proposed increases beyond the fixed % rate will be recommended by the relevant Senior Manager and will be based upon achieving/exceeding a range of primary and secondary objectives outlined within individual performance plans. Final approval for above Agreement increases will need to be obtained by the CEO.

Relevant Qualifications

Employees employed to work with Deaf clients (and who are non native signers) will be required to hold a Diploma of Auslan or a Diploma of Interpreting (Auslan).

Classification	Minimum Qualifications, Knowledge and Experience
<p>ESCI</p> <ul style="list-style-type: none"> • Employment Maintenance Officers • Employment Consultants 	<ul style="list-style-type: none"> • Is a person appointed as such who undertakes the role of an Employment Consultant or an Employment Maintenance Officer. • Is able to provide ongoing employment skills, training and support services to assist persons with a disability in the workforce. • Able to competently undertake the full range of duties and responsibilities outlined within the position description.

<p>ESC2</p> <ul style="list-style-type: none"> • Senior Employment Consultants • Intake Officers 	<ul style="list-style-type: none"> • Is a person appointed as such who has addition responsibilities to that of an ESC1 such as the administration of specific activities and supervision/mentoring of one or more ESC1 staff. • Able to competently undertake the full range of duties and responsibilities outlined within the position description.
<p>ESC3</p> <ul style="list-style-type: none"> • Service Co-ordinator 	<ul style="list-style-type: none"> • Is a person appointed who in addition to the responsibilities of an ESC2 undertakes tasks of a more complex nature requiring greater levels of specialist knowledge as determined by the employer. • An ESC3 will be expected to take on higher level duties requiring significant autonomy, including the co-ordination of activities and programmes.
<p>ESC4</p> <ul style="list-style-type: none"> • Assistant Executive Manager 	<ul style="list-style-type: none"> • Is a person appointed as such who in addition to the responsibilities of an ESC3 is required to undertake tasks of a more complex nature requiring greater levels of specialist knowledge as required by the employer. • An ESC4 will be expected to act as Executive Manager in the absence of the Executive Manager. This person requires a complex understanding of government funding deeds, and an effective understanding of financial systems and human resources.

Classification Point	Salary (Annual)
ESC1	\$35,121 – \$40,028
ESC2	\$40,457 - \$44,414
ESC3	\$46,200 - \$50,583
ESC4	\$52,099 - \$57,052

Schedule 2- Salary Increases

Percentage Increase	Effective Date
3%	from the first full pay period on or after 1 st July 2009
3%	from the first full pay period on or after 1 st July 2010
3%	from the first full pay period on or after 1 st July 2011