

**AUTISM ASSOCIATION OF WA INC UNITED VOICE RESIDENTIAL SUPPORT  
WORKERS AGREEMENT 2015**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	UNITED VOICE WA	<b>APPLICANT</b>
	-v-	
	AUTISM ASSOCIATION OF WESTERN AUSTRALIA	<b>RESPONDENT</b>
<b>CORAM</b>	CHIEF COMMISSIONER A R BEECH	
<b>DATE</b>	THURSDAY, 7 JANUARY 2016	
<b>FILE NO/S</b>	AG 27 OF 2015	
<b>CITATION NO.</b>	2016 WAIRC 00004	

<b>Result</b>	Agreement registered ~
<b>Representation</b>	
<b>Applicant</b>	Mr B Palmer
<b>Respondent</b>	Mr G Spence

*Order*


WHEREAS the Commission has before it an application pursuant to s 41 of the *Industrial Relations Act 1979* (the Act) to register an agreement as an industrial agreement;

AND WHEREAS I am satisfied that the agreement meets the requirements of the Act and that it should be registered;

AND WHEREAS the parties have consented to the Commission registering the agreement without the need to attend a hearing for the purpose;

NOW I, the undersigned, pursuant to the powers conferred on me under s 41 of the Act hereby order –

THAT the agreement made between the parties filed in the Commission on 15 December 2015 entitled “Autism Association of WA (Inc) United Voice Residential Support Workers Agreement 2015” attached hereto be registered as an industrial agreement in replacement of the “Autism Association of WA (Inc) LHMU Residential Support Workers Industrial Agreement 2010” which by operation of s 41(8) is hereby cancelled.

 (Sgd.) **A.R. BEECH**  
 CHIEF COMMISSIONER A R BEECH

**AUTISM ASSOCIATION OF WA**

**UNITED VOICE**

**RESIDENTIAL SUPPORT WORKERS  
INDUSTRIAL AGREEMENT  
2015**

*Autism Association of WA (Inc)*  
*United Voice*  
*Residential Support Workers Industrial Agreement 2015*

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**1. - TITLE**

This agreement will be known as the Autism Association of WA (Inc) United Voice Residential Support Workers Industrial Agreement 2015 (the "Agreement").

**2. - ARRANGEMENT**

1. TITLE .....	1
2. ARRANGEMENT .....	1
3. PARTIES, AREA AND SCOPE .....	1
4. TERM OF AGREEMENT .....	2
5. REPLACEMENT .....	2
6. NUMBER OF EMPLOYEES .....	2
7. NO FURTHER CLAIMS.....	2
8. DEFINITIONS.....	2
9. CONTRACT OF SERVICE .....	4
10. HOURS AND OVERTIME .....	5
11. ALTERNATIVE ROSTER .....	6
12. EMPLOYMENT SECURITY .....	7
13. ANNUAL LEAVE.....	7
14. PUBLIC HOLIDAYS .....	8
15. PERSONAL / CARERS LEAVE .....	8
16. BEREAVEMENT LEAVE .....	11
17. LONG SERVICE LEAVE .....	11
18. PARENTAL LEAVE .....	12
19. DOMESTIC AND FAMILY VIOLENCE LEAVE .....	12
20. EMERGENCY LEAVE .....	13
21. TERMINATION.....	13
22. INTRODUCTION OF CHANGE .....	14
23. REDUNDANCY .....	15
24. UNION AND DELEGATES RIGHTS CLAUSE .....	16
25. SUPERANNUATION .....	18
26. RECORD .....	18
27. MISCELLANEOUS PROVISIONS.....	18
28. SALARIES AND ALLOWANCES .....	19
29. SALARY / REMUNERATION PACKAGING .....	20
30. DISPUTE SETTLEMENT PROCEDURE .....	22
31. SIGNATORIES .....	23
APPENDIX 1 .....	24
APPENDIX 2 .....	25

**3. PARTIES, AREA AND SCOPE**

The parties to this Agreement are the Autism Association of Western Australia (Inc.) (the "employer") and United Voice (Western Australian Branch) (the "Union").

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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This Agreement applies throughout the state of Western Australia and is binding on the parties to this Agreement and all employees classified as Residential Support Workers employed by the employer who are eligible to be members of the Union.

#### **4. TERM OF AGREEMENT**

This Agreement will operate for a period of 3 years from the date of registration with the Commission.

#### **5. REPLACEMENT**

- (1) This Agreement replaces and cancels the Autism Association of WA (Inc)– LHMU Residential Support Workers Industrial Agreement 2010 (No. AG 1 of 2011).
- (2) Notwithstanding the provisions of Clause 4 – Term of Agreement, this Agreement will continue to operate until it is replaced or cancelled in accordance with the provisions of the *Industrial Relations Act 1979*.
- (3) The parties to this Agreement may commence negotiations for a replacement agreement 6 months prior to the expiry of this Agreement.

#### **6. NUMBER OF EMPLOYEES**

At the time of registration there are an estimated 160 employees covered by the provisions of this Agreement.

#### **7. NO FURTHER CLAIMS**

- (1) The parties to this Agreement undertake that for the term of this Agreement salary increases will not be sought or granted other than those provided for under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases, which are to be absorbed in the salaries set out in the Agreement.
- (2) The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement.
- (3) Salary adjustments under the provisions of sub-clauses 28(3) or 28(10) are not deemed as further claims.

#### **8. DEFINITIONS**

**“Active Duty”** means that portion of a rostered shift attendance period when the employee is expected to be engaged in activities and tasks connected with the direct care and supervision of clients or other duties contained in the employee’s position description.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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**“Active Rate of Pay”** means the rate of pay the employee is entitled to while on active duty. Calculation of the active rate of pay is detailed in the Appendix to this Agreement.

**“Agreement”** means this document.

**“Annual Salary”** means the annual rate of remuneration paid for the rostered shifts worked annually.

**“By Agreement,” “Mutual Agreement” or “Mutually Agreed”-** means that agreement has only been reached if freely entered into by the Employer and Employee(s).

**“Casual Employee”** means an employee engaged on an hourly contract of employment and who is not entitled to paid Annual or Personal/Carers’ Leave.

**“Client”** for the purposes of this Agreement and the employee’s contract of employment, will mean a person entitled to receive services by the employer in accordance with the services funded by the relevant funding body.

**“Commission”** means the Western Australian Industrial Relations Commission.

**“Day”** means calendar day, and reference to a day’s entitlement means that portion of a rostered shift attendance period of 56.66 hours, including components of duty and off duty on call time, which fall within that calendar day.

A **“de facto spouse”** is defined as a person, regardless of gender, who lives with the employee as the employee’s husband or wife on a genuine domestic basis although not legally married to the employee.

**“Employee”** means a person engaged as a Residential Support Worker to provide residential care to clients of the employer in accordance with the position description and the provisions of this Agreement.

**“Employer”** means the Autism Association of Western Australia (Inc).

**“Fortnightly rate”** means the average fortnightly payment arrived at by dividing the annual salary by 26.0833.

**“Full-time Employee”** means an employee who is engaged to work an average of 56.6 ordinary hours per week according to the rostered shift attendance periods outlined in sub-clause 10(2).

**“Group home”** means a place of residence for 1 or more people with autism who require 24 hour support.

**Household member** means any other person who lives with the employee as a member of the employee’s household.

**“Immediate family”** includes a spouse or de facto spouse, a child (including an adult child, a step-child or a grandchild), parent, step-parent or grandparent, and a sibling of the employee.

**“NES”** means the National Employment Standards as outlined under Part 2-2 of Division 5 of the *Fair Work Act 2009*.

**“Off duty on call”** means the time when an employee is relieved of active duty but remains on the employer’s premises during the rostered shift attendance period and is available for recall to active duty as required. Appendix 1 of this Agreement describes the formula for calculating the proportion

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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of off duty on call time to active time averaged over the shifts worked in a calendar year, including any recall to duty time.

**“Ordinary rate of pay”** means the rate of pay an employee is entitled to for working a rostered shift, which includes active duty and off duty on call components. This may be averaged over the roster cycle.

**“Perth Metropolitan Area”** means an area within a 55 km radius of the Perth GPO.

**“Part-time Employee”** means an employee who regularly works less than 56.6 hours per week and who works a proportion of the rostered shift attendance periods outlined in sub-clause 10(2).

**“Rostered shift attendance period”** means the span of a rostered shift during which an employee is required to undertake periods of active duty and periods of ‘off duty on call’ outlined in sub-clause 10(2) as Roster 1 or Roster 2 or Roster 3.

**“Serious Misconduct”** means any act committed by an employee, or permitted to be conducted by that employee, which is of such a serious nature that it warrants disciplinary action. The disciplinary action may include suspension without pay or immediate dismissal of the employee.

**“Union”** means United Voice (Western Australian Branch).

**“Union Delegate”** means an employee who is nominated by the Union as a delegate of the Union. The Union delegate's role is to represent the employees within the Union and in negotiations with the employer.

## **9. CONTRACT OF SERVICE**

- (1) Employees will be engaged in accordance with the terms and conditions set out in this Agreement and any policies and procedures of the employer relevant to the employee's employment.
- (2) All employees will ensure they are aware of and abide by the Privacy and Confidentiality policies of the employer. The employer will ensure that employees are made aware of the existence and location of the employer's policy documents.
- (3) The employer may direct an employee to carry out such duties as may from time to time be set out in a formal position description applicable to the employee's position. The employer may also direct the employee to carry out such other general duties as are within the limits of the employee's skill, competence and training.
- (4) Employees may be directed by the employer to work in any group home within the Perth metropolitan area as the need arises. The employer will make efforts to ensure that the transition is made with due care and understanding of employees' concerns and acknowledge that employees may seek to discuss the impact of the change. This includes ensuring that an employee's planned leave is arranged on the basis of their original roster line is honoured. Where possible, a notice period of 3 roster shifts will be given to employees transferring to another group home.
- (5) Employees will be initially engaged on probation for a period of 3 months. Prior to the end of the 3 month probationary period the employer will either confirm the appointment, terminate the engagement or extend the probationary period for a further period of up to 3 months by mutual agreement.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (6) During the probationary period, performance will be assessed and appropriate guidance will be given to the employee. If an employee is assessed to be unsuitable for the position during their probationary period, then their employment may be terminated in accordance with Clause 21 - Termination.
- (7)
  - (a) Notwithstanding any other provisions of this Agreement, the contract of employment is at all times subject to the employer receiving funding from the relevant funding body for the program or service for which an employee has been engaged.
  - (b) It is also fundamental to the employment contract that an employee is able to maintain a satisfactory working relationship with the client/s they support. Whilst the employer will assist in resolving any minor conflicts between an employee and a client, if the employer believes that the continuation of the services of an employee is not in the best interests of the client, then the employer has the right to terminate the employment contract.
  - (c) The right to terminate in accordance with sub-clause 9(7)(b) will not be exercised if there is another suitable position available into which the employee can be placed, in which case that position will be offered to the employee.

**10. HOURS AND OVERTIME**

- (1) The hours of work to be undertaken by employees will be within the rostered shift attendance periods set out hereunder. Employees will be advised in advance of any variations in these rostered shift attendance periods and, as far as is practicable, the changes will be confirmed in writing to the affected employees.
- (2) The working hours and attendance time during which the employee is required to attend work, will be divided into three rostered shift attendance periods being as follows:

Roster 1	8.30am Monday to 1.00pm Wednesday
Roster 2	12 noon Wednesday to 5.30pm Friday
Roster 3	5.00pm Friday to 9.00am Monday
- (a) Notwithstanding the rostered shift attendance periods outlined above, part time or casual employees may be employed to complete all or part of the working hours of the rostered shift attendance periods. The working hours will be allocated according to the needs of the group home.
- (3) In the event that funding for a particular client is reduced or that funding for a particular care program is reduced, the employer reserves the right to reduce the hours of employment of the affected employees, subject to the notice provisions.
- (4) The rostered shift attendance periods reflect the expectation that outside of active duty time employees will be off duty on call for part of every 24-hour period or overnight attendance.
- (5) If an employee on call is required to be on active duty overnight the employee will follow the "Procedure for Relieving Support Workers" and inform the Residential Coordinator Community Living accordingly.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (6) (a) To cover relief shifts, full time or part time employees may nominate to work additional rostered shift attendance periods, in which case they will be paid a casual rate of their active hourly rate of pay plus a 20% loading for the additional shifts worked. Additional shifts worked will not accrue leave entitlements. Employees working additional relief rostered shift attendance periods are subject to the employer's Occupational Health and Safety requirements.
- (b) Additional time worked beyond that of an employee's normal rostered shift up to a maximum of 4 hours will be paid at the rate of 1.5 times their active hourly rate. Additional time prescribed by this Clause will not apply unless all rostered hours for that shift have been worked. Where active hours worked exceed four hours then all additional time worked shall be paid in accordance with sub clause 10(6)(a) above.
- (7) The minimum shift length is three hours.

### **11. ALTERNATIVE ROSTER**

- (1) The standard roster shift attendance periods defined in sub-clause 10(2) have been determined to best meet the support needs of clients in Group Homes. It is recognised, however, that there may be circumstances in particular Group Homes where an alternative roster pattern could be of benefit to meet specific support needs of the client(s). In determining which Group Homes may benefit from an alternative rostered shift pattern, the following matters will be taken into consideration by the employer :
- (a) it has been identified by the service manager, in conjunction with the support workers, and in consultation with Therapy and Clinical Services that there are ongoing and specific challenges related to the support of clients, and;
- (b) the support needs of clients who are supported on a 2;1 or a 1:1 staff to client ratio, and;
- (c) identified support needs have been determined to be better met through an alternative rostered shift pattern than by any other means.
- (2) The alternative roster shift attendance period are detailed in Appendix 2: Alternative Roster and will be made available to employees working in Group Homes determined by the employer to benefit from such a roster.
- (3) The introduction of the alternative roster will only occur after the following consultation process has taken place:
- (a) relevant employees will be notified of the alternative roster being made available to them and will be provided a briefing outlining:
- i) the reasons the alternative roster is being offered, and;
- ii) the effect the alternative roster is likely to have on the employees
- b) Relevant employees will then be offered the opportunity to vote on their preferred roster. Implementation of an alternative roster shift is subject to the agreement of all of the affected employees of the particular Group Home. Where there is not agreement the standard roster will continue to apply.
- c) Where there has been agreement, relevant employees will be notified of the process to be followed to introduce the alternative roster.



**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- d) The employer will consider employees' requests to revert back to the standard roster pattern, subject to:
  - i) the employer consulting with other relevant employees;
  - ii) the agreement of all affected employees, and;
  - iii) a minimum period of 6 months elapsing from implementation of the previous roster change.
- (4) The employer reserves the right to review and alter this arrangement where there is clear evidence that the particular roster pattern in place has not achieved the desired benefits in supporting the client(s) or meeting the challenges faced by the employees in supporting the client(s).

## **12. EMPLOYMENT SECURITY**

The Union and the employer agree in principle that permanent employment is the preferred form of support or service delivery and that, provided operational and financial conditions permit, the use of casual and agency workers within group homes should, wherever possible, be kept to a minimum. Whilst the preference is to cover any vacant shifts with permanent employees, there may be a need for casual and agency support workers, depending on staffing and operational requirements. The employer retains the right to use casual and agency staff on a temporary basis only to meet its obligations and requirements.

## **13. ANNUAL LEAVE**

- (1) For each year of completed service, an employee is entitled to 6 weeks' annual leave (equivalent to 6 rostered shift attendance periods) at the employee's ordinary rate of pay. This is made up of the statutory 4 weeks' annual leave plus an additional 2 weeks' leave in recognition of the requirement for employees to work on public holidays.
- (2) An entitlement under sub-clause 13(1) accrues pro rata on a weekly basis.
- (3) In sub clause 13(1), a "year of completed service" does not include any period of unpaid leave.
- (4) Employees are to be paid for a period of annual leave in the normal pay cycle unless they request in writing that they are to be paid in the pay period immediately before their period of leave commences.
- (5) If an employee's employment terminates before the employee has taken their accrued annual leave, the employee is to be paid their accrued leave upon termination.
- (6) By mutual agreement, an employee may be allowed to take annual leave prior to completing a year of service.
- (7) On termination, if an employee has taken annual leave in excess of their pro-rata entitlement, the employee will be liable to pay the employer the amount representing the excess entitlement or the employer may deduct this amount from other payments due to the employee at the time of termination.
- (8) Annual leave will be taken in periods of no less than 1 full rostered shift attendance period or multiples thereof at mutually agreed times.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (9) Notwithstanding the provision of sub clause 13(8), an employee may access up to three 24 hour absences of annual leave by giving 3 weeks' notice to the employer, or by mutual agreement if a lesser notice period is given.
- (a) One of the 3 allocated 24 hour periods may be taken on an hourly basis, subject to a minimum period of 6 hours per occasion.
- (10) Purchased Leave**
- (a) An employee with 12 months' service with the employer may be eligible to purchase an additional 1 week's leave in a 12 month period.
- (b) The employee will be advised of the rate per fortnight at which the leave may be purchased.
- (c) Access to purchased leave will be subject to the provisions of sub-clauses 13(8) and 13(9).
- (d) Employees whose employment terminates prior to accessing their purchased leave will be reimbursed the cost of the purchased leave in their final pay.
- (e) An employee's accrued annual or long service leave status will be taken into account in determining a request to purchase additional leave.
- (11) The provisions of this Clause will apply to part time employees on a pro rata basis.
- (12) This Clause will not apply to casual employees.

#### **14. PUBLIC HOLIDAYS**

- (1) For the purposes of this Clause the following days, or the days observed in lieu of those days, will be observed as public holidays without deduction of pay:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (2) When any of the days mentioned in sub clause 14(1) fall on a Saturday or Sunday and there are gazetted holidays allowed in place, then these will also be a public holiday in respect to this Agreement
- (3) Where an employee is required to work on a public holiday, other than Christmas Day, they will be paid at the rate of 1.5 times their ordinary rate of pay for each hour worked on that day.
- (4) Where an employee is required to work on Christmas Day they will be paid at the rate of double time their ordinary rate of pay for each hour worked on that day.

#### **15. PERSONAL / CARERS LEAVE**

- (1) For each year of completed service an employee is entitled to paid personal/carer's leave equivalent to two rostered shift attendances. This leave is available to an employee who is unable to attend or remain at his or her place of employment during the ordinary hours of work because of:

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (a) personal illness or injury (sick leave) (sub clause (2)); or
  - (b) the need to care for an immediate family or household member who is ill, injured or where an unexpected emergency affecting the member arises and requires the employee's care and support (carer's leave) (sub clause 15(3)).
- (2) Personal/carer's leave accrues pro rata on a weekly basis according to an employee's ordinary hours of work, but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence including, but not limited to, Workers' Compensation. Paid personal/carer's leave accumulated from year to year.
- (3) **Personal Leave**
- (a) Employees who are unable to attend to work because of personal illness or injury are entitled to take their accrued paid personal leave.
  - (d) If it is not reasonably practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
  - (e) The notice must include:
    - (i) the nature of the injury or illness if it has the potential to affect the health & safety of employees, clients or other individuals the employee has or may come into contact with; and
    - (ii) the expected duration of the employee's absence.
  - (f) To be entitled to payment for personal leave the employee will provide proof to satisfy a reasonable person for all absences in excess of 2 consecutive working days or after 5 single day absences per year of service. Reasonable proof is:
    - (i) a certificate from a registered medical practitioner dated at the time of the absence certifying that the employee was unfit for work because of personal illness or injury; or
    - (ii) where it is not reasonably practicable to obtain a certificate, a statutory declaration detailing the same information.
  - (g) If an employee's illness or injury is attributable to:
    - (i) the employee's serious and wilful misconduct; or
    - (ii) the employee's gross and wilful neglect;in the course of employee's employment the employee will not be entitled to payment for any period of absence from work resulting from the illness or injury.
  - (h) The employee will not be entitled to the provisions of this Clause if the illness or injury is compensable under the provisions of the *Worker's Compensation and Rehabilitation Act 2003*.
  - (i) Notwithstanding sub-clause 15(2) (h), this will not prevent the employer from paying personal leave, whilst the workers' compensation claim is being processed or

pending, provided that on acceptance of the workers' compensation claim the personal leave entitlements used in relation to the claim will be reimbursed and the re-credited to the employee's accrued leave entitlements.

**(3) Carer's Leave**

**Use of Personal/Carer's Leave**

- (a) Employees are entitled to use their accrued personal/carers leave entitlement not exceeding the number of hours equivalent to two rostered shift attendance periods in each 12 month period of service to provide care and support to members of their immediate family or household because of a personal illness, injury or an unexpected emergency affecting the member.
- (b) Employees will, wherever practicable, give the employer notice prior to taking carer's leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated duration of their absence. If it is not reasonably practicable for the employee to give prior notice of their absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (c) To be entitled to payment the employee will provide proof to satisfy a reasonable person for all absences in excess of two days absences per year of service. For the purposes of this Agreement, reasonable proof is:
- (i) In the case of illness or injury of a member of the employee's immediate family or household:
- a certificate from a registered medical practitioner dated at the time of the absence indicating that the immediate family or household member had a personal illness or injury during a period of leave; or
  - a statutory declaration which includes a statement that the employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.
- (ii) In the case of an unexpected emergency, a statutory declaration stating that the employee required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person.
- (d) The employer may require an employee to provide proof to satisfy a reasonable person of the relationship between the employee and the person for whom they are providing care and support.

**Unpaid Leave for Caring Purposes**

- (e) Employees (including casual employees) are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion. Full time and part time employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carers leave.

### **Annual Leave for Caring Purposes**

- (f) Notwithstanding the provision of this Clause, an employee may take annual leave in single day periods not exceeding 5 days in a calendar year at mutually agreeable times for the purpose of providing care, subject to the employer's consent.
- (5) The provisions of this Clause apply to part time employees on a pro rata basis.
- (6) The provisions of this Clause do not apply to casual employees except where specifically stated.

### **16. BEREAVEMENT LEAVE**

- (1) An employee will, on notice to the employer, be entitled to paid bereavement leave after the death of an immediate family or household member.
- (2) Employees are entitled to 2 days' bereavement leave for each occasion bereavement leave is required.
- (3) Employees are required to provide evidence that would satisfy a reasonable person, if so requested by the employer, about:
  - (a) the death that is the subject of the leave sought; and
  - (b) the relationship of the employee to the deceased person.
- (4) Employees are not entitled to bereavement leave if it coincides with a period of any other kind of leave.
- (5) The provisions of this Clause apply to part-time and casual employees on a pro rata basis.

### **17. LONG SERVICE LEAVE**

- (1) Subject to the provisions of this Clause, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958 (WA)*.
- (2) As from 18 March 2011 employees who have completed at least 10 years' continuous service will accrue an amount of long service leave as follows:
  - (a) in respect of the 10 years so completed - 13 weeks; and
  - (b) in respect of each subsequent 5 years of continuous service so completed – 6<sup>1</sup>/<sub>2</sub> weeks.
- (3) Prior to 3 March 2011 employees who are otherwise entitled to long service leave accrued an amount of long service leave as follows:
  - (a) in respect of the first 10 years of continuous service so completed – 8<sup>2</sup>/<sub>3</sub> weeks;

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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and

- (b) in respect of each 5 years of continuous service completed after the first 10 years of continuous service – 4<sup>1</sup>/<sub>3</sub> weeks.

An employee will not be entitled to long service leave until their completed years of service entitles them to the amount of long service leave prescribed in either sub-clause 17(2)(a) or sub-clause 17(2)(b).

- (4) An employee may access their pro-rata entitlement to long service after 7 years of continuous service with the employer.
- (5) Pro-rata long service leave will be payable on termination for each completed year of service, provided the employee has completed not less than 7 years of continuous service with the employer.

### **18. PARENTAL LEAVE**

- (1) Eligible employees are entitled to unpaid parental leave after 12 months' continuous service with the employer, following the birth or adoption of a child in accordance with the NES or where more beneficial, the parental leave provisions under the *Minimum Conditions of Employment Act 1993*.
- (2) In summary, the entitlement to parental leave is up to 12 months' unpaid parental leave which can be taken as maternity leave and/or parental leave, or adoption leave.
- (3) An employee is entitled to extend a period of unpaid parental leave beyond 12 months to a maximum of 24 months in accordance with the NES.
- (4) An employee who requires further information regarding Parental Leave entitlements may contact their Residential Coordinator or Human Resources.

### **19. DOMESTIC AND FAMILY VIOLENCE LEAVE**

- (1) Definition

For the purposes of this clause the employer accepts the definition of family and domestic violence contained in the Restraining Orders Act 1997 (WA).

- (2) General Principle

The employer recognizes that some employees may be exposed to or experiencing domestic violence in their life and is committed to providing appropriate support during such difficult times.

- (3) General Measure

- The employer will provide referrals to the employee assistance program as well as to

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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specific family domestic violence support services in the community for an employee experiencing family and domestic violence.

- An employee experiencing family and domestic violence may request access to their existing leave entitlements to attend to matters arising out of an incident of family or domestic violence. Leave without Pay will also be available if the employee has exhausted their leave entitlement.
- Proof of family violence may be required where an employee wants to access leave and can be in the form of an appropriate document issued by the police service, a court, a doctor and a family violence support service or lawyer.
- All personal information concerning family and domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

## **20. EMERGENCY LEAVE**

- (1) The Employer may grant an employee unpaid leave of up to 2 days in the event of a serious, unexpected or potentially dangerous situation requiring the employee's immediate attention. While this leave is considered Leave without Pay, the employee is entitled to use their accrued annual leave to cover this period of absence if required.
- (2) Emergency leave is granted at the employer's discretion however every attempt will be made to accommodate the employee's application upon sufficient cause being shown. Emergency Leave cannot be used to supplement or extend any other form of leave described in this Agreement.

## **21. TERMINATION**

### (1) **Notice of Termination by Employer**

- (a) In order to terminate the employment of an employee the employer will give the employee the following notice:

**Period of Continuous Service**

**Period of Notice**

Not more than 1 year	1 rostered shift attendance period
More than 1 year but not more than 3 years	2 rostered shift attendance periods
More than 3 years but not more than 5 years	3 rostered shift attendance periods
More than 5 years	4r rostered shift attendance periods
Casual Employee	1 hour

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**Residential Support Workers Industrial Agreement 2015**

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The notice period will be increased by 1 rostered shift attendance period in each case where the employee is over 45 years old and has completed at least 2 years' continuous service with the employer.

- (b) Notwithstanding the provisions of sub clause 21(1)(a), the notice period to apply in the case of a full-time or part-time probationary employee will be one week.
- (c) Payment in lieu of notice prescribed in sub clause 21(1)(a) will be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the employer will pay the employee's ordinary earnings that the employee would otherwise have earned during the notice period.
- (e) Notwithstanding the provisions of this Clause, the employer may dismiss an employee without notice for serious misconduct, or other reasons justifying such action.

**(2) Notice of Termination by Employee**

- (a) The notice of termination required to be given by an employee is as follows:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than one year	1 rostered shift attendance period
More than one year	2 rostered shift attendance periods
Casual employee	One hour

- (b) If an employee fails to give the required notice or having given, or been given such notice, leaves before the notice expires, the employee forfeits the entitlement to be paid for any time not worked during the notice period.

**22. INTRODUCTION OF CHANGE**

**(1) Employee to be informed**

- (a) Where the employer has decided to take action that is likely to have a significant effect on an employee, or make the employee redundant, the employee will be informed by the employer, as soon as reasonably practicable after the decision has been made and discuss the matter with the employee and a Union representative or an official of the Union where either or both of these have been requested.
- (b) Direction given pursuant to sub-clause 9(4) will not constitute an introduction of change.



**23. REDUNDANCY**

**This Clause is to be read in conjunction with Clause 22 - Introduction of Change.**

(1) In this Clause, "redundant" means being no longer required by the employer to continue doing a job because the employer has decided that the job will not be done by any employee. "Employee" does not include an employee engaged on a casual or on a fixed term contract. "Week's pay" means the ordinary weekly wage and any leading hand allowance paid.

**(2) Minimum Notice Period**

An employee whose employment is terminated on the grounds of redundancy will be entitled to the following periods of notice or payment in lieu thereof.

<i>Period of Continuous Service</i>	<i>Notice or Pay In Lieu</i>
Less than 1 year	1 weeks
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but less than 4 years	4 weeks
4 years or more	5 weeks

Any employee aged 45 years or more and has served 2 years' continuous service with the employer will receive an additional week's notice.

**(3) Severance Pay**

An employee whose employment is terminated on the grounds of redundancy will be entitled to severance pay calculated as follows:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
9 years but less than 10 years	16 weeks
10 years and over	12 weeks

(4) Where the Commission determines, by general order, severance payments more favourable than those provided above, the provisions of the general order will apply in lieu of the above payments.

(5) For the purpose of this Clause continuity of service will not be broken on account of:

- (a) any absence from work on account of personal sickness or accident for which an employee is entitled to paid personal/carer's leave or on account of leave lawfully granted by the employer; or

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**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (b) any absence on approved leave without pay.
- (6) In the calculation of continuous service any time an employee is absent from work other than absences for annual leave, personal/carer's leave, long service leave and public holidays will not count.
- (7) Employees who are made redundant and find alternative employment during their period of notice will not be required to work the specified period of notice but will forfeit the remainder of the notice period prescribed in sub-clause 23(2).
- (8) A severance payment will only be made available where an offer of suitable alternative employment is not or cannot be made by the employer. Suitable alternative employment is defined as a position which:
  - (a) is a permanent position;
  - (b) has an ordinary rate of wage and conditions similar to that of the employee's existing position;
  - (c) does not require the employee to change his/her residence in order to take up the position and has regard to the relevance of the duties and responsibilities, to the qualifications and experience and competence of the employee; and
  - (d) has ordinary hours of duty being in general no less than those worked by the employee in his/her original position
  - (e) Alternatively, suitable alternate employment will include a position offered and accepted by the employee as providing overall no less favourable conditions of employment than the employee's current position
- (9) Employees who have been notified that their position has been made redundant will be granted 8 hours' paid leave to attend job interviews.
- (10) The employer may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.
- (11) This Clause does not include casual employees or employees engaged for a specific task or for a specific period.
- (12) The provisions of this Clause will not apply to employees summarily dismissed for serious misconduct.

**24. UNION AND DELEGATES RIGHTS CLAUSE**

- (1) The employer acknowledges that the Union and Delegates have an important role to play in the change, consultation, collective negotiation, communication, grievance and disciplinary processes.
- (2) Union Delegates will:

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (a) be treated fairly and be able to perform their role as Union delegate without any discrimination or victimisation in their employment;
  - (b) have reasonable access to telephone, facsimile or photocopying, where possible, for the purpose of carrying out Union work as a delegate and consulting with workplace colleagues;
  - (c) be allowed reasonable time without loss of pay during normal working hours to attend to industrial matters, including consulting with Union members or attending any industrial relations conference or hearing directly related to the particular delegate's duties and involving an employee or employees covered under this Agreement;
  - (d) be able to place relevant and current Union membership information on designated notice boards provided by the employer for this purpose; and
  - (e) be allowed up to 5 days per year (for each individual) paid time to participate and attend accredited Union education or delegate conventions providing:
    - (i) that of the employees attending, no more than two employees are rostered on shift at that time;
    - (ii) that at least six weeks' notice is given;
    - (iii) the employer is advised the details of the training or conventions being attended;
    - (iv) the Union confirm in writing the attendance by the employee prior to payment for time being made, and
    - (v) that as a group, total attendance by United Voice delegates does not exceed a maximum of fifteen days per calendar year.
- .
- (3) The employer will provide Union information at the commencement of an employee's employment and will make delegates aware of the commencement of new employees.
  - (4) Where an employee provides a written authority to the employer via mail, electronic mail, facsimile or in person, authorising the employer to release sufficient details to enable the establishment of a direct debit arrangement between the employee and the Union for the payment of the employee's Union fees, the employer will send the information to the Union, within fourteen days of receipt of the employee's authorisation.
  - (5) The Union delegates' rights will not be exercised during working hours to the detriment of the employees and the employer's responsibilities in providing care and supervision to clients and staff.
  - (6) The Union acknowledges that both the employees and employer have a duty of care towards the employer's clients. This underlying principle will be the primary consideration when exercising Union and delegates' rights.

## 25. SUPERANNUATION

- (1) The employer will contribute superannuation on behalf of employees in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as varied from time to time.
- (2) Contributions will, at the option of an employee, be paid into either:
  - (a) HESTA; or
  - (b) A complying superannuation fund or scheme nominated in accordance with the provisions of s.48B of the *Industrial Relations Act 1979*.
- (3) The employer will notify employees of the ability to nominate a complying superannuation fund or scheme.
- (4) Where an employee does not nominate a fund or scheme, or until such time as the employee nominates a fund or scheme, superannuation contributions will be paid into HESTA.
- (5) The employer is bound by an employee's choice of nominated fund unless both parties agree to change the complying superannuation fund or scheme into which contributions are paid.
- (6) The employer will not unreasonably refuse a change of fund request made by an employee.

## 26. RECORD

- (1) The employer will maintain records for all employees, which include the following:
  - (a) the name and address of each employee;
  - (b) the date on which each employee commenced employment with the employer; and
  - (c) the wages paid to each employee each pay period and any deductions made therefrom.
- (2) An employee may view and take copies from their time and wages record at a time that is mutually convenient to the employee and employer.

## 27. MISCELLANEOUS PROVISIONS

### (1) **Accommodation and Meals**

Meals and accommodation provided to employees by arrangement with the employer will be incidental to the requirement by the employee to remain in attendance during a rostered shift and no charge will be levied by the employer for such meals and accommodation. Meals and accommodation will not be regarded as remuneration benefits.

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**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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**(2) Training**

Employees may be required to attend training seminars/sessions as part of their ongoing training and development. This training will consist of up to 6 days per year, and will be held during times when employees are not rostered to work. The employer will provide a training calendar annually, with details of training to be provided. Employees are required to attend training sessions as directed and will be paid the active hourly rate set out in the Appendix 1 for the time spend attending training sessions.

**(3) Paid Vaccinations**

The employer will provide an annual influenza vaccination free of charge to all employees, and will provide Hepatitis A and B and Tetanus vaccinations free of charge upon request.

**(4) Journey Cover**

The employer will provide journey insurance cover for employees travelling to and from work by their ordinary route.

**(5) Buddy Shifts**

Employees employed at the Level 2 or Level 3 rate of pay may be required to work buddy shifts with new or inexperienced employees, or those employees requiring ongoing support, training or mentoring.

**28. SALARIES AND ALLOWANCES**

(1) All employees will be allocated a salary level as outlined in sub clause 28(2) dependent upon their years of service with the employer.

(2) As from the first full pay period after 1 July 2015 the full-time annual salary, and the on call/off duty hourly rate, will be as follows:

	<b>FFPP after 1 July 2015</b>
<b>Level 1 (Commencement)</b>	\$60,581
<b>Level 2 (12 Months Service)</b>	\$61,823
<b>Level 3 (60 Months Service)</b>	\$63,969
<b>On call off duty hourly rate</b>	\$10.4965 p/hr

(3) From the first pay period on or after 01 July 2016 and annually thereafter for the life of this Agreement the annual salary rate will be increased by the indexation factor received by the employer from the relevant funding body for the applicable financial year

(4) Part time employees will be paid a pro rata amount of the applicable annual salary rate based upon their hours worked as a proportion of the hours of work of a full-time employee.

(5) The annual salaries and on call off duty calculations are set out in Appendix 1.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (6) Any employee engaged as a casual will be paid for active hours at the relevant hourly rate plus a casual loading of 20%, in lieu of annual leave, personal/carer's leave and on call off duty time at the hourly rate referred to in sub clause 28(2).
- (7) Notwithstanding the salaries referred to in sub-clause 28(2), the employer and an employee may agree on a flexible salary and conditions package which provides a remuneration benefit in total not less beneficial than that which would apply if the employee was paid in accordance with the prescribed benefits under this Agreement. Such agreement will be made in accordance with Clause 29. - Salary / Remuneration Packaging.
- (8) In determining the relative benefits of a package under the provisions of sub-clause 28(7) and Clause 29. – Salary / Remuneration Packaging, the parties may take into account the effect of approved taxation benefits and other non-cash items.
- (9) Employees will be paid fortnightly by electronic deposit into the employee's nominated bank or building society account unless otherwise mutually agreed.
- (10) Any additional funding specifically provided for wages by Disability Services Commission of Western Australia will be passed on to employees and will be applied from the effective date of the funding.

**Motor Vehicle Allowance**

- (11) Where an employee is required or authorised to use their own motor vehicle for business purposes, including transport of clients where necessary, the employee will be reimbursed at a rate of 56.12 cents per kilometre. This rate is to be indexed annually by the Consumer Price Index, All Groups, Perth.
- (12) An employee may, at any time, refuse to use their own motor vehicle for business purposes.

**29. SALARY / REMUNERATION PACKAGING**

- (1) This Clause will be read in conjunction with the other provisions of this Agreement.
- (2) Where mutually agreed, an employee may package their salary and benefits (including any negotiated salary allowable) provided that the terms and conditions of the package are not, when viewed objectively, any less favourable than the entitlements the employee would otherwise be entitled to, and will be subject to the following provisions:
  - (a) the maximum amount packaged will be no more than that allowed under the fringe benefits tax legislation so that the employer does not incur a liability for fringe benefits tax;
  - (b) employees' participation in salary / remuneration packaging will be voluntary;
  - (c) the employer will ensure the structure of any agreed package complies with taxation and other relevant laws;
  - (d) the employer will confirm in writing to the employee the classification level and current salary applicable to that employee;

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (e) undue pressure or duress will not be placed on a party to enter into such a package and in the event that an employee alleges undue pressure or duress, it will be open to either party to seek relief in accordance with Clause 30 – Dispute Settlement Procedure; and.
  - (f) part time employees will be entitled to the maximum amount referred to in sub-clause 29(2)(a) on a pro rata basis calculated on their hours of work as a proportion of full time hours of work.
- (3) The employer may charge an administration fee of up to \$10 per fortnight. This fee will automatically be deducted from the packaged amount. The \$10 fee will be utilised only for the administration of the salary-packaging scheme.
- (4) The packaging agreement, the terms and conditions of which will be in writing and signed by both the employer and employee, will detail the components of the total remuneration package for the purpose of this Agreement and for the purpose of complying with time and wages records requirements.
- (5) A copy of the packaging agreement will be provided to the employee.
- (6) The employee will be entitled to inspect details of payments and transactions made under the terms of this agreement and, for this purpose, where such details are maintained electronically, will be provided with a hard copy of the relevant details, on request.
- (7) (a) The configuration of the remuneration package will remain in force for the period mutually agreed, provided that an employee may withdraw from a salary/remuneration packaging arrangement by giving the employer 2 weeks' notice of their intention to withdraw effective from the end of the next quarter of the calendar year.
- (b) An employee, on withdrawing from the packaging arrangement, will revert to their relevant salary rate.
- (c) An employee, who wishes to take up salary/remuneration packaging, having previously taken up that benefit and withdrawn from it, or who has previously declined to take up salary/remuneration packaging, may commence salary/remuneration packaging, by giving the employer 2 weeks' notice
- (8) (a) In the event that changes in legislation, Income Tax Assessment Act determinations or Rulings, particularly in respect of the employer's fringe benefits tax exempt status, remove the employer's capacity to maintain the salary packaging arrangements offered to employees, the employer will be entitled to withdraw from the salary packaging arrangements by giving notice to each affected employee 3 months prior to the withdrawal taking place or notice to have effect from a date not later than the date any change in the legislation is to have effect.
- (b) Subject to sub-clause 29(9), in the event of the employer withdrawing from the salary/remuneration packaging arrangements, the employees will revert to their relevant salary rate.

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

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- (9) The employer will as soon as practicable after being advised of the legislative change referred to in sub-clause 29(8) hereof, advise the Union and employees and will convene a meeting of the parties with a view to reaching an alternative agreement on salaries and salary benefits.
- (10) In the event that consensus on the terms of a replacement salary / remuneration packaging agreement cannot be reached, it will be open to the parties to seek cancellation of this Clause and/or refer the matter to the Commission for conciliation or arbitration.
- (11) Casual employees will not be entitled to the provisions of this clause.

**30. DISPUTE SETTLEMENT PROCEDURE**

- (1) Where an employee has a dispute or grievance arising out of their employment or relating to questions, disputes, difficulties or the application of this Agreement, the dispute will be dealt with in the following manner:
  - (a) in the first instance the employee will attempt to resolve the grievance with their immediate supervisor; and/or
  - (b) if the dispute or grievance is not resolved, or if the circumstances of the dispute or claim are of such nature that a direct discussion between the employee and his or her immediate supervisor could not reasonably be expected to resolve the matter, then the employee may request a meeting with the manager of the employee to resolve the matter.
- (2) In the event of a dispute or grievance, the status quo will be maintained and no action prejudicial to any party will be taken pending resolution of the matter.
- (3) By mutual agreement of the parties directly involved in a question, dispute, difficulty or grievance, one or more steps in this procedure may be bypassed in the interests of a fair or expedited resolution of the dispute.
- (4) The provisions of sub-clause 30(1) will also be applicable where relevant to questions, difficulties, disputes or grievances involve a group of employees or all employees.
- (5) Any dispute between the Union and the employer arising out of a question, dispute, difficulty or the application or interpretation of this Agreement, or concerning a Union member's entitlements will be discussed between the Union and the employer.
- (6) In the event of any dispute not being resolved under this Clause, the parties may refer the matter to the Commission for resolution by conciliation or arbitration provided that the persons involved have conferred among themselves and have made a reasonable attempt to resolve the question, dispute or difficulty.
- (7) Sensible time limits will be set by the parties in proceeding through the steps of this procedure.
- (8) At any or all stages of the procedures under this Clause, either party may appoint a representative of their choice to assist in resolution of the dispute.



**31. SIGNATORIES**

*Autism Association of Western Australia (Inc)*




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JOAN MCKENNA KERR  
**Chief Executive Officer**

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Date

*United Voice (Western Australian Branch)*



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CAROLYN SMITH  
**Secretary**

9/12/2015.

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Date

**Autism Association of WA (Inc)  
United Voice  
Residential Support Workers Industrial Agreement 2015**

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**APPENDIX 1**

**SALARY CALCULATIONS & SALARY RATES**

**Salary Calculations**

**Weekly Salary:** Annual Salary / 52.166  
**Average Hours:** Based upon 1 shift per week: Av over 3 shift cycle = 56.6 hours attendance per week  
**Overnights:** Total of overnights over 3 shifts = 7 x 6 hours = 42 hours on call  
**On Call:** 42 / 170 hours (3 shifts) = 25%  
**Active Time:** 128 / 170 hours (3 shifts) = 75%

**Hourly Rate**

**Av Weekly Active Hours:** 75% of 56.6 hrs = 42.45 hours active  
**Av Weekly On Call Hours:** 25% of 56.6 hrs = 14.15 hours on call  
**Av On Call Weekly Amount:** On Call Hourly Rate x Av Weekly On Call Hours  
**Active Hourly Rate:** (Weekly Salary - Av On Call Weekly Amount) / Av Weekly Active Hours

**Casual Hourly Rate**

Active Hourly Rate x 20%

**24 Hour Shift Rate**

**Av Casual Weekly Amount:** ((On Call Hours (3 shift) x On Call Hourly Rate) + (Active Hours (3 shift) x Active Hourly Rate))/3  
**24 Hour Casual Shift Rate:** Av Weekly Amount x 24 / 56.6

**Salary Rates**

	<b>1/07/2015</b>
<b>Commencement (Level 1)</b>	<b>\$60,581</b>
Weekly Salary	\$1,161.32
Av On Call Weekly Amount	\$148.4352
Active Hourly Rate	\$23.8585
Casual Hourly Rate	\$28.6302
24 Hour Casual Shift Rate	\$578.32
<b>12 Months Service (Level 2)</b>	<b>\$61,823</b>
Weekly Salary	\$1,185.12
Av On Call Weekly Amount	\$148.4352
Active Hourly Rate	\$24.4193
Casual Hourly Rate	\$29.3032
24 Hour Casual Shift Rate	\$590.44
<b>60 Months Service (Level 3)</b>	<b>\$63,969</b>
Weekly Salary	\$1,226.26
Av On Call Weekly Amount	\$148.4352
Active Hourly Rate	\$25.3884
Casual Hourly Rate	\$30.4661
24 Hour Casual Shift Rate	\$611.37
<b>On Call Hourly Rate</b>	<b>\$10.49</b>

**Autism Association of WA (Inc)**  
**United Voice**  
**Residential Support Workers Industrial Agreement 2015**

**APPENDIX 2**

**ALTERNATIVE ROSTER**

- (1) In accordance with clause 11 – Alternative Roster, the shift attendance is as below:

Week 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Line 1</b>					Commence 6.30am	Finish 7.00am	Commence 6.45am
<b>Line 2</b>	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am
<b>Line 3</b>	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am			

Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Line 1</b>	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am
<b>Line 2</b>	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am			
<b>Line 3</b>					Commence 6.30am	Finish 7.00am	Commence 6.45am

Week 3

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Line 1</b>	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am			
<b>Line 2</b>					Commence 6.30am	Finish 7.00am	Commence 6.45am
<b>Line 3</b>	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am	Commence 6.45am	Finish 7.00am

- (2) The rostered shift attendance periods comprise 16 hours' active duty and 8 hours' off-duty on call for every 24-hour period.

It is recognised that there may be occasions where a Support Worker will be required to attend to a client for a short time during the 8 hours nominated as off-duty on call. To cover these periods, 2 hours of the off-duty on call time will be paid at the active duty rate in place of the on call hourly rate, irrespective of whether or not the Support Worker attended to a client during the 8 hours nominated as off-duty on call.

Where a Support Worker is required to attend to a client for a period of more than 2 hours during the 8 hours nominated as off-duty on call, the time in excess of 2 hours will be paid at the active hourly rate in place of the on call hourly rate. In order to authorise the payment, the Coordinator will require evidence in the form of a completed sleep chart for the client in question, accompanied by an incident report.