

Crisis Assistance, Supported Housing Industry - Western Australian Interim Award 2011

PART 1 – APPLICATION AND OPERATION OF THIS AWARD

1 AWARD TITLE

This award shall be known as the Crisis Assistance, Supported Housing Industry - Western Australian Interim Award 2011.

2 ARRANGEMENT

This Award is arranged as follows:

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SCHEDULE 1 - EQUAL REMUNERATION PAYMENT

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

The term of this award shall be for a period of 12 months on and from 27 March 2011

4 AREA AND SCOPE

4.1 This award shall apply throughout the state of Western Australia to the crisis assistance and supported housing industry and to:

- (1) each employer therein; and
- (2) each employee therein who is:
 - (a) eligible for membership of the Western Australian Municipal, Administrative, Clerical and Services Union of Employees; and
 - (b) employed in a classification to which this award applies.

4.2 This award will not apply to those persons employed:

- (1) by a national system employer, as defined in the Fair Work Act 2009;
- (2) in the industries or industrial pursuits of cleaners, security officers, caretakers, gardeners, laundry employees/or domestic work/domestic employees; nor
- (3) in the provision of supported and/or related support services which are specifically for aged, infirm, physically, psychiatrically or developmentally disabled persons or persons suffering from drug or alcohol addiction, or children under the aged of twelve years.
- (4) This award does not apply to a person who is in Holy Orders or is a member of a Religious institute unless it is so stated in a written contract of employment between the person and the employer.

5. POSTING OF AWARD

A copy of this award will be kept in a convenient place for perusal by all employees, and a copy of the award will be shown to all new employees on engagement.

5A MINIMUM ADULT AWARD WAGE

- 5.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 5.2 The minimum adult award wage for full-time employees aged 21 or more is \$692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.
- 5.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- 5.4 Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 5.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- 5.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- 5.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 5.8 Subject to this clause the minimum adult award wage shall –
- (1) Apply to all work in ordinary hours.
 - (2) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- 5.9 Minimum Adult Award Wage
- The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.
- Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- 5.10 Adult Apprentices
- (1) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.
 - (2) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

- (3) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (4) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

PART 2 – AWARD FLEXIBILITY

6. ENTERPRISE FLEXIBILITY

- 6.1 Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:
- (1) A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
 - (2) For the purpose of the consultative process the employees may nominate the Union or another person to represent them.
 - (3) Where agreement is reached an application will be made to the Commission.

7. WORK ORGANISATION

Employees must undertake duties as directed within the limits of their competence.

PART 3 – DISPUTE RESOLUTION

8. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

- 8.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- (1) The employee and their supervisor will meet and confer on the matter within three days; and
 - (2) If the matter is not resolved at such meeting, the parties will arrange for further discussions, within seven days, between the employee and his or her nominated representative, if any, and more senior levels of management.
- 8.2 If the matter cannot be resolved it may be referred to the Western Australian Industrial Relations Commission for conciliation and, if required, arbitration.
- 8.3 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

PART 4 – EMPLOYMENT ARRANGEMENTS

9. EMPLOYMENT CATEGORIES

9.1 Probationary employment

- 9.1.1 An employee may be engaged subject to a probationary period.

9.1.2 Nothing in this award will be construed as making probationary periods mandatory.

9.2 Categories

An employee may be engaged on a part-time, casual basis or full-time basis.

9.3 Full-time employment

An employee engaged on an average of 38 hours per week will be regarded as full time.

9.4 Casual employment

9.4.1 A casual employee means an employee specifically engaged for work on a casual basis.

9.4.2 An employee specifically engaged on a casual basis will be engaged for a minimum period of two consecutive hours for each period of engagement.

9.4.3 Casual employees will be informed in writing upon engagement that:

- (1) they are hired by the hour;
- (2) subject to 9.4.2, they will be paid for actual time worked;
- (3) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long service leave.

9.4.4 A casual employee will be paid the hourly rate as defined plus a loading of 20% for ordinary working hours.

9.5 Caring responsibilities

9.5.1 Subject to the evidentiary and notice requirements in 24.8 and 24.9, casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child or upon the death in Australia of an immediate family or household member.

9.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

9.6 Part-time employment

9.6.1 A Part-time employee means an employee other than a casual employee who is engaged to work for less than an average of 38 ordinary hours per week.

9.6.2 A part-time employee will work hours and days in accordance with clause 19 - Hours.

9.6.3 For ordinary working hours, a part-time employee will be paid the hourly rate as defined for the work performed and will be entitled to all entitlements under this award on a pro rata basis.

9.6.4 A part-time employee will be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside of the span of ordinary hours or in excess of their normal daily or weekly hours of work. Provided that the normal working hours of work of a part-time employee may be changed by genuine mutual agreement between the employee and the employer.

9.7 Limited or fixed term employment

9.7.1 Nothing in this award will prevent an employer from engaging a full-time or part-time employee for a fixed or limited period of employment as agreed between the parties.

10. NOTICE OF TERMINATION

10.1 Notice of termination by employer

10.1.1 In order to terminate the employment of an employee the employer must give to the relevant employee the following notice:

Period of continuous service	Period of notice
1 YEAR OR LESS	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

10.1.2 In addition to the notice specified in 10.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

10.1.3 Payment in lieu of the prescribed notice specified in 10.1.1 and 10.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

10.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the employee's ordinary hours of work (even if not standard hours); and
- (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (3) any other amounts payable under the employee's contract of employment.

10.1.5 The period of notice in this clause does not apply:

- (1) in the case of dismissal for serious misconduct;
- (2) to apprentices;
- (3) to employees engaged for a specific period of time or for a specific task or tasks;
- (4) 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
- (5) to casual employees.

10.1.6 Continuous service is defined in clause 12.

10.2 Notice of termination by an employee

10.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

10.2.2 If an employee fails to give the notice specified in 10.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 10.1.4.

10.3 Job search entitlement

10.3.1 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

10.4 Transmission of business

10.4.1 Where a business is transmitted from one employer to another, as set out in clause 11.7, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

11. REDUNDANCY

11.1 Definitions

11.1.1 Business includes trade, process, business or occupation and includes part of any such business.

11.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

11.1.3 Small employer means an employer which employs fewer than 15 employees.

11.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

11.1.5 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- (1) overtime;
- (2) penalty rates;
- (3) disability allowances;
- (4) shift allowances;
- (5) special rates;
- (6) fares and travelling time allowances;
- (7) bonuses; and
- (8) any other ancillary payments of a like nature.

11.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

11.3 Severance pay

11.3.1 An employee, other than an employee of a small employer as defined in 11.1.3, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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 less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

*Week's pay as defined in 11.1.5.

11.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 11.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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 over	8 weeks' pay

*Week's pay as defined in 11.1.5

11.3.3 Continuity of service shall be calculated in the manner prescribed by 12.1.1.

11.3.4 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

11.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 10 - Notice of Termination. 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 the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

11.5 Alternative employment

11.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

11.5.2 This provision does not apply in circumstances involving transmission of business as set in 10.4.

11.6 Job search entitlement

11.6.1 During the period of notice of termination given by the employer in accordance with 10.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

11.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

11.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 10.3.

11.7 Transmission of business

11.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (1) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (2) Where the employee rejects an offer of employment with the transmittee:
 - (a) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (b) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

11.7.2 The Commission may vary 11.7.1(2) if it is satisfied that this provision would operate unfairly in a particular case.

11.8 Employees exempted

11.8.1 This clause does not apply to:

- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) apprentices;
- (d) trainees;
- (e) employees engaged for a specific period of time or for a specified task or tasks; or
- (f) casual employees.

11.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

11.10 Redundancy disputes

11.10.1 Paragraphs 11.10.2 and 11.10.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

11.10.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- (1) the reasons for any proposed redundancy;
- (2) the number and categories of employees likely to be affected; and
- (3) the period over which any proposed redundancies are intended to be carried out.

11.10.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

PART 5 – CLASSIFICATIONS, WAGES, ALLOWANCES AND SUPERANNUATION

12.1 CALCULATION OF CONTINUOUS SERVICE

12.1.1 For the purpose of calculating entitlements under this award, service with one particular employer will be deemed to be continuous notwithstanding:

- (1) absence from work on account of paid leave, which will be taken into account and counted as time worked;
- (2) the end of a funding period for the project; and/or
- (3) unpaid absences, provided that unpaid absences will not be counted as time worked, except that where unpaid absences total less than one week in any year of employment such absences will be counted as time worked.

13 CLASSIFICATIONS AND SALARY RATES

13.1 Rates of pay

- (1) The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in this clause.
- (2) The classification of employees will be determined in accordance with the classification definitions.
- (3) For the purpose of the calculation and payment of salaries, the weekly salary will be calculated by dividing the annual salary by 52.1667.
- (4) For the purpose of calculating hourly rates under this award, the weekly salary will be divided by 38, except where employees are on an accrued days off system, in which case the divisor will be 40.
- (5)

Level	Rate of Pay Per Annum
Community Services Worker 1	
1	37945
2	39093

Community Services Worker 2	1	40352
	2	41501
	3	42649
Community Services Worker 3	1	43690
	2	44838
	3	45713
Community Services Worker 4	1	45713
	2	46565
	3	47713
	4	50012
Community Services Worker 5	1	51051
	2	52200
	3	53238
Community Services Worker 6	1	54388
	2	55536
	3	56685
Community Services Worker 7	1	57834
	2	58982
	3	60131
Community Services Worker 8	1	62429
	2	63578
	3	64726
Community Services Worker 9	1	67025

(6) NOTE: An Equal Remuneration Order applies to the employees under this Award, see Schedule 1 for the required Equal Remuneration Payments.

13.2 Incremental progression

13.2.1 At the conclusion of each twelve months period following the date of effect of the award or entry into a classification level and/or the subsequent anniversary date, employees will be eligible for incremental progression if:

13.2.2 The employee has given satisfactory performance over the preceding twelve months, and

13.2.3 The employee has, on assessment, acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the classification definition for his/her position or other skills, where agreed, at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

13.2.4 In cases where the review is delayed, the anniversary date will not be changed and the increase, if any, will be paid retrospectively to the anniversary date.

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

13.2.6 In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee will be paid at the first salary level above the employee's current salary.

13.3 Classification definitions

13.3.1 Community services worker level 1

13.3.1.1 Characteristics of the level

- (1) A person employed as a Community services worker level 1 will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.
- (2) General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employee's duties at this level will be closely monitored with instruction and assistance being readily available.
- (3) Freedom to act is limited by standards and procedures, however, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- (4) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (5) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.
- (6) Supervision of other staff or volunteers is not a feature at this level, however, an experienced employee may have technical oversight of a minor work activity.
- (7) At this level, employers are expected to offer substantial internal and/or external training.

13.3.1.2 Responsibilities

To contribute to the operation objectives of the work areas, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) undertake routine activities of a clerical and/or support nature;
- (2) undertake straightforward operation of key board equipment including data input;
- (3) provide routine information, advice and assistance including general receptionist and telephonist duties;
- (4) provide general stenographic duties;
- (5) apply established practices and procedures;
- (6) undertake routine office duties involving filing and maintenance of an existing records system.

13.3.1.3 Requirements of the job

- (1) A developing knowledge of the workplace function and operation;
- (2) A basic knowledge of administrative practices and procedures relevant to the workplace;
- (3) A developing knowledge of work practices and policies of the relevant work area;
- (4) Basic numeracy, written and verbal communication skills relevant to the work area;
- (5) No formal qualifications are required;
- (6) It is desirable the employees at this level are studying for an appropriate certificate; or

- (7) Undertaking either internal or external training relevant to the work area.

13.3.1.4 Organisational relationships

- Work under direct supervision.

13.3.1.5 Extent of authority

The extent of the authority for a Community Services worker level 1 includes;

- (1) work outcomes are closely monitored;
- (2) freedom to act limited by standards and procedures;
- (3) solutions to problems found in established procedures and instructions with assistance readily available;
- (4) project completion according to instructions and established procedures; and/or
- (5) no scope for interpretation.

13.3.2 Community services worker level 2

13.3.2.1 Characteristics of the level

- (1) A person employed as a Community services worker level 2 will work under close direction within clearly defined guidelines and undertake routine activities requiring the application of basic skills and knowledge.
- (2) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available.
- (3) Freedom to act is limited by standards and procedures, however, with experience, employees at this level may have sufficient freedom to exercise judgement.
- (4) Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior employees with specific projects.
- (5) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (6) Employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

13.3.2.2 Responsibilities

To contribute to the operation objectives of the workplace, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;

- (2) achieve outcomes which are clearly defined;
- (3) respond to inquiries;
- (4) assist senior employees with special projects;
- (5) prepare cash payment summaries, banking reports and bank statements;
- (6) operate a computer and/or programmes and peripheral equipment - initiate corrective action at an elementary level;
- (7) operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- (8) operate a desk top publisher at a routine/basic level;
- (9) provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- (10) perform tasks of a sensitive nature, including the provision of more than routine information, the receiving and accounting for monies and assistance to clients;
- (11) assist with administrative functions;
- (12) admit potential clients for admission and assistance in accordance with established criteria.

13.3.2.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) sound skills in oral and written communication with clients and other members of the public;
- (2) knowledge of established work practices and procedures relevant to the workplace;
- (3) knowledge of policies and regulations relating to the workplace;
- (4) understanding of clear but complex rules;
- (5) application of techniques relevant to the workplace;
- (6) developing knowledge of statutory requirements relevant to the workplace;
- (7) understanding of computing concepts;
- (8) no formal qualifications required; or
- (9) appropriate certificate relevant to the work required to be performed; or
- (10) will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required; or
- (11) qualifications accepted as both relevant and equivalent; or
- (12) appropriate on-the-job training and relevant experience.

13.3.2.4 Organisational relationships

- (1) work under regular supervision.
- (2) provide guidance to a limited number of lower classified employees or volunteers.

13.3.25 Extent of authority

- (1) work outcomes are monitored;
- (2) have freedom to act within defined established guidelines;
- (3) solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

13.3.3 Community services worker level 3

13.3.3.1 Characteristics of this level

- (1) A person employed as a Community services worker level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (2) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (3) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes of their own particular work programme or project.
- (4) At this level, employees may be required to supervise lower classified staff or volunteers in their day to day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within a clearly defined area of the organisation.

13.3.3.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) undertake responsibility for various activities in a specialised area;
- (2) exercise responsibility for a function within the organisation;
- (3) allow the scope for exercising initiative in the application of established work procedures assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (4) receive, allocate and prepare for processing accounts and invoices approved for payment;
- (5) provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- (6) assist with or provide a range of records management services, however, the responsibility for the records management service would not rest with the employee;

- (7) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of operation problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (8) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (9) provide a service utilising the full functions of a desk top publisher;
- (10) supervise a limited number of lower classified employees or volunteers;
- (11) provide assistance to senior employees;
- (12) deliver elementary community service programmes;
- (13) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (a) undertake some minor phase of a broad or more complex assignment;
 - (b) perform duties of a specialised nature;
 - (c) provide a range of information services;
 - (d) deliver elementary community-based projects or programmes;
 - (e) perform moderately complex functions which may include social planning, demographic analysis, survey design and analysis.
 - (f) assess potential clients for admission and assistance in accordance with established criteria;
 - (g) assist in carrying out case management procedures.

13.3.3.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) thorough knowledge of work activities performed within the organisation;
- (2) sound knowledge of procedural methods of the organisation;
- (3) may utilise professional or specialised knowledge;
- (4) working knowledge of guidelines or statutory requirements relevant to the organisation;
- (5) ability to work as part of a team;
- (6) ability to apply computing concepts;
- (7) the prerequisite for entry to this level would be:
 - (a) no formal qualifications; or
 - (b) Associate Diploma with experience; or
 - (c) Associate Certificate in Community Services with experience or its equivalent; or

- (d) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

13.3.3.4 Organisational relationships

- (1) works under general supervision;
- (2) operate as a member of a team;
- (3) supervision of other employees.

13.3.3.5 Extent of authority

- (1) receive instructions on the broader aspects of the work;
- (2) freedom to act within defined established practices - that is, freedom to arrange work in manner employee feels most comfortable with provided there is no change to defined established work practices;
- (3) may set outcomes or objectives for specific projects;
- (4) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

13.3.4 Community services worker level 4

13.3.4.1 Characteristics of this level

- (1) A person employed as a Community service worker level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established. However, graduates initially appointed at this level will be under the supervision of a higher classified employee.
- (2) Level 4 Step 1 is the appointment level for any graduate with a relevant three year degree who is required to undertake work related to that qualification. Level 4 Step 2 is the appointment level for any graduate with a relevant four-year degree who is required to undertake work related to that qualification
- (3) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of responsibility.
- (4) Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (5) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (6) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work programme of the organisation.

- (7) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (8) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (9) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

13.3.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (2) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (3) identification of specific or desired performance outcomes;
- (4) contribute to interpretation and administration of areas for which there are no clearly established procedures;
- (5) expected to set outcomes and further develop work methods where general work procedures are not defined.
- (6) although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (7) provide administrative support of a complex nature to senior employees;
- (8) exercise responsibility for various functions within a work area;
- (9) provide assistance on grant applications including basic research or collection of data;
- (10) undertake a wide range of activities associated with programme, activity or service delivery;
- (11) deliver single stream training programmes;
- (12) coordinate elementary service programmes;
- (13) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (14) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- (15) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (16) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;

- (17) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
- (a) liaise with other professionals at a technical/professional level;
 - (b) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (c) provide a reference, research and/or technical information service;
 - (d) carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - (e) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (f) assist senior employees with the planning and coordination of a community programme of a complex nature;
 - (g) perform duties of a specialised nature;
 - (h) provide a range of information services;
 - (i) plan and co-ordinate elementary community-based projects or programmes;
 - (j) perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
 - (k) assess potential clients for admission and assistance in accordance with the role and function of the organisation;
 - (l) undertake case management role under direction of coordinator or manager

13.3.4.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) knowledge of statutory requirements relevant to work;
- (2) knowledge of organisation policies and activities;
- (3) knowledge of the role of the organisation and its services and/or functions;
- (4) specialists require an understanding of the underlying principles in the discipline;
- (5) sound discipline knowledge gained through previous experience, training or education;
- (6) the prerequisites for entry to this level would be:
 - (a) entry level three year degree; the entry level for holders of a relevant three year degree will be Level 4 Step 1;
 - (b) entry level four year degree; the entry level for holders of a relevant four year degree will be Level 4 Step 2; or
 - (c) three year degree with three years of relevant experience; or
 - (d) Associate Diploma with relevant experience; or

- (e) lesser formal qualifications with substantial years of relevant experience; or
 - (f) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.
- (7) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
 - (8) Employees working as sole employees will commence at this level.

13.3.4.4 Organisational relationships

- (1) graduates work under direct supervision;
- (2) works under general direction;
- (3) supervises other staff and/or volunteers or works in a specialised field.

13.3.4.5 Extent of authority

- (1) required to set outcomes within defined constraints;
- (2) provides specialist/technical advice;
- (3) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within clear objectives and/or budget constraints where there are no defined established practices;
- (4) solutions to problems generally found in precedents, guidelines or instructions;
- (5) assistance usually available.

13.3.5 Community services worker level 5

13.3.5.1 Characteristics of the level

- (1) A person employed as a Community services worker level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (2) Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- (3) General features at this level indicate involvement in establishing organisation programmes and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (4) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility which may include established work programs in small organisations.
- (5) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational method for the

organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

- (6) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

13.3.5.2 Responsibilities

To contribute to the operational objectives of the work place, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (2) undertake responsibility for a moderately complex project, including planning, coordination, implementation and administration;
- (3) undertake a minor phase of a broader or more complex professional assignment;
- (4) assist with the preparation of or prepare organisation or programme budgets in liaison with management;
- (5) set priorities and monitor workflow in the areas of responsibility;
- (6) provide expert advice to employees classified at lower levels and/or volunteers;
- (7) exercise judgement and initiative where procedures are not clearly defined;
- (8) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (9) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation;
- (10) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- (11) undertake publicity assignments within the framework of the organisation's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- (12) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employees with no reference to a senior employee;
- (13) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (14) plan, coordinate, implement and administer the activities and policies including preparation of budget;
- (15) develop, plan and supervise the implementation of educational and/or developmental programmes for clients;
- (16) plan, coordinate and administer the operation of a multi functional service including financial management and reporting;

- (17) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
- (a) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (b) exercise professional judgement within prescribed areas;
 - (c) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (d) provide reports on progress of programme activities including recommendations;
 - (e) exercise a high level of interpersonal skills dealing with the public and other organisations; and/or
 - (f) plan, develop and operate a community service organisation of a moderately complex nature.

13.3.5.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) knowledge of organisational programmes, policies and activities;
- (2) sound discipline knowledge gained through experience;
- (3) knowledge of the role of the organisation, its structure and services;
- (4) the prerequisites for entry to this level would be:
 - (a) relevant Degree with relevant experience; or
 - (b) Associate Diploma and substantial experience; or
 - (c) qualifications in more than one discipline; or
 - (d) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (e) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

13.3.5.4 Organisational relationships

- (1) Works under general direction.
- (2) Supervise other employees and/or volunteers.

13.3.5.5 Extent of authority

- (1) exercise a degree of autonomy;
- (2) control projects and/or programmes;
- (3) set outcomes for lower classified staff;
- (4) establish priorities and monitor workflow in areas of responsibility;

- (5) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

13.3.6 Community services worker level 6

13.3.6.1 Characteristics of the level

- (1) A person employed as a Community services worker level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (2) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (3) Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and coordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (4) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programmes or activities. Positions at this level may be identified by the impact of activities undertaken or the achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision making; the exercise of judgement; delegated authority; and the provision of expert advice.
- (5) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

13.3.6.2 Responsibilities

To contribute to the operational objectives of the work place, a position at this level may include some of the following responsibilities or those of a similar value:

- (1) undertake significant projects and/or functions involving the use of analytical skills;
- (2) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (3) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation;
- (4) provide advice on matters of complexity within the work area and/or specialised area;
- (5) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement;
- (6) provide advice on policy matters and contribute to their development;

- (7) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (8) control and coordinate a work area or a larger organisation within budgetary constraints;
- (9) exercise autonomy in establishing the operation of the work area;
- (10) provide a consultancy service for a range of activities to a wide range of clients;
- (11) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (a) provide support to a range of activities or programmes;
 - (b) control and coordinate projects;
 - (c) contribute to the development of new procedures and methodology;
 - (d) provide expert advice/assistance relevant to the work area;
 - (e) supervise/manage the operation of a work area and monitor work outcomes;
 - (f) supervise on occasions other specialised staff;
 - (g) supervise/manage the operation of a discrete element which is part of larger organisation; and/or
 - (h) provide consultancy services for a range of activities.

13.3.6.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) comprehensive knowledge of organisation policies and procedures;
- (2) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (3) specialist knowledge gained through experience, training or education;
- (4) appreciation of the long term goals of the organisation;
- (5) detailed knowledge of programme activities and work practices relevant to the work area;
- (6) knowledge of organisation structures and functions;
- (7) comprehensive knowledge of requirements relevant to the discipline;
- (8) the prerequisites for entry to this level would be:
 - (a) Degree with substantial experience; or
 - (b) Post Graduate qualification; or
 - (c) Associate Diploma with substantial experience; or

- (d) Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level;

13.3.6.4 Organisational relationships

- (1) works under limited direction from senior employees of the Committee of Management or Board;
- (2) supervision of staff.

13.3.6.5 Extent of authority

- (1) exercise a degree of autonomy;
- (2) may manage a work area or medium to large organisation or multi worksite organisation;
- (3) has significant delegated authority; selection of methods and techniques based on sound judgement;
- (4) manage significant projects and/or functions;
- (5) solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

13.3.7 Community services worker level 7

13.3.7.1 Characteristics of the level

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

13.3.7.2 Responsibilities

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

- (1) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals;
- (2) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- (3) develop work practices and procedures for various projects;
- (4) establish work area outcomes;
- (5) prepare budget submissions for senior officers and/or the organisation;
- (6) develop and implement significant operational procedures;
- (7) review operations to determine their effectiveness;
- (8) develop appropriate methodology and apply proven techniques in providing specialised services;
- (9) where prime responsibility lies in a 'specialised' field an employee at this level would undertake at least some of the following:
 - (a) control and coordinate projects/programmes within an organisation in accordance with organisational goals;
 - (b) provide a consultancy service to a wide range of clients;
 - (c) function may involve complex professional problem solving;
 - (d) provide advice on policy method and contribute to its development.

13.3.7.3 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) comprehensive knowledge of policies and procedures;
- (2) application of a high level of discipline knowledge;
- (3) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- (4) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (5) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

13.3.7.4 Organisational relationships

- (1) works under limited direction;

- (2) normally supervises other employees and establish and monitor work outcomes.

13.3.7.5 Extent of authority

- (1) may manage section of organisation;
- (2) has significant delegated authority;
- (3) selection of methods and techniques based on sound judgement. Decisions and actions taken at the level may have significant effect on programme/project/work being managed.

13.3.8 Community services worker level 8

13.8.1 Characteristics of the level

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

13.3.8.2 Responsibilities

To contribute to the operational objectives of the organisation a position at this level may include some of or similar responsibilities to:

- (1) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (2) undertake duties of innovative, novel and/or critical nature with little or no professional direction;

- (3) undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice;
- (4) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (5) manage extensive programmes or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (6) administer complex policy and programme matters;
- (7) may offer consultancy service;
- (8) evaluate and develop/revise methodology techniques within the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (9) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (a) contribute to the development of operational policy;
 - (b) assess and review the standards of work of other specialised personnel/external consultants;
 - (c) initiate and formulate organisational programmes;
 - (d) implement organisational objectives within corporate goals;
 - (e) develop and recommend ongoing plans and programmes.

13383 Requirements of the job

Some or all of the following skills, knowledge, experience, qualifications and/or training are needed to perform work at this level:

- (1) high level of discipline knowledge;
- (2) detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;
- (3) detailed knowledge of statutory requirements;
- (4) the prerequisites for entry to this level would be:
 - (a) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise; or
 - (b) substantial post graduate experience; or
 - (c) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (d) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

13.3.9 **Community service worker level 9**

13.3.1 Appointment at this level is at the discretion of the employer.

13.3.2 In exercising its discretion the employer will ensure the position meets the definition requirements of Level 8 and give due regard to additional knowledge and experience required to undertake the duties of the position; the nature and complexity of the decision making and reasoning required; the magnitude of the communication and influence exercised; the size of the organisation, number of employees, population and other relevant factors; and the extent to which the employee is responsible and accountable for the functions undertaken.

13.3.3 **Requirements of the job**

Some or all of the following **skills, knowledge, experience, qualifications and/or training** are needed to perform work at this level:

- (1) Relevant and specific skill or knowledge related to specific tasks or positions;
- (2) Corporate planning and management, advanced financial planning and budget development, advanced negotiation and advocacy skills, human resource management, presentation/media liaison skills, project planning, economic development, performance management and development;
- (3) Qualifications are generally beyond those normally acquired through a degree course;
- (4) Experience and management skill acquired over extensive years in a senior management role.

13.4 **Salary - remuneration packaging**

Where mutually agreed between the employer and a full time or part time individual employee, an employer may introduce remuneration packaging in respect of salaries in 14.1. The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.

13.5 **School-based apprentices**

13.5.1 This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

13.5.2 The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

13.5.3 For the purposes of 14.6.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

13.5.4 The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

13.5.5 For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

13.5.6 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.

13.5.7 School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

- 1358 These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 1359 Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- 135.10 School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

14 SUPPORTED WAGE SYSTEM

14.1.1 Employees eligible for a supported wage

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

- (1) **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- (2) **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (3) **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (4) **Assessment instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

14.1.2 Eligibility criteria

- (1) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (2) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

14.2 Supported wage rates

14.2.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (15.4)	% of Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

14.2.2 Provided that the minimum amount payable will be not less than \$73 per week.

14.2.3 Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

14.3 Assessment of capacity

14.3.1 For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- (1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (2) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

14.3.2 Lodgement of assessment instrument

- (1) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award rate to be paid to the employee, will be lodged by the employer with the Registrar of the Industrial Relations Commission.
- (2) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

14.3.3 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the supported wage system.

14.3.4 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees by this award paid on a pro rata basis.

14.3.5 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

14.3.6 Trial period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (2) During the trial period the assessment of capacity will be undertaken and the proposed rate for a continuing employment relationship will be determined.
- (3) The minimum amount payable to the employee during the trial period will be no less than \$73 per week.
- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 14.3.1 of this award.

15 HIGHER DUTIES

- 15.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this award for five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.
- 15.2 In cases where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee will be paid at the first salary level above his/her current salary.

16 PAYMENT OF SALARIES

- 16.1 All salary payments will be paid at least fortnightly by cash or by cheque or electronic funds transfer by agreement between the employer and employee.
- 16.2 Where salary payments are paid by way of electronic funds transfer, the employer will bear the costs of bank charges for the transfer debited to the employee's bank account.
- 16.3 Salary payments will be paid during working hours on a weekday mutually agreed by the employer and employees in each service, being not more than five days following the end of the pay period. The pay day selected, once agreed, must not be changed without mutual agreement between the employer and the majority of employees.
- 16.4 Upon termination of employment, payments due to an employee will be paid on the date of such termination or forwarded by post on the next working day.
- 16.5 On pay days, the employer will provide for each employee a statement in writing of the gross salary and allowances to which he/she is entitled, the amount of deductions there from, superannuation payments and the net amount to be paid. Further, the statement will indicate the distinction between ordinary hours and overtime and the amount of penalties.

17 ALLOWANCES

17.1 First aid

An employee who holds a current first aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by the employer to perform first aid duty at the workplace, will be paid an allowance of \$10.23 per week.

17.2 Telephone allowance

- (1) An employer will reimburse the employee for the cost of telephone calls necessarily incurred as a result of her or his employment.
- (2) An employee directed by his or her employer to install a telephone at her or his home will be reimbursed the cost of installation at the commencement of employment.
- (3) An employee required to have a telephone at her or his home for business purposes will be reimbursed 100% of the rental costs until the employer advises the employee in writing that she or he is no longer required to use the telephone for business purposes.

17.3 On call

On call will mean a written instruction to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employees' normal hours of duty in case of a call out requiring an immediate return to duty.

17.4 Availability

17.4.1 Availability will mean a written instruction to an employee to remain contactable, but not necessarily in immediate proximity to a telephone or paging system, outside the employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.

17.4.2 Availability will not include situations in which employees carry paging devices or make their telephone numbers available only in the event that they may be needed for casual contact or recall to work. Recall to work under this circumstance would be in accordance with clause 21 - Overtime.

17.4.3 Except as otherwise agreed between the parties an employee who is required by the employer to be on out of hours contact during periods off duty will be paid an allowance in accordance with the following formulae for each hour or part thereof the employee in on out of hours contact.

On Call	Rate of pay – Community Services Worker Level 3 Step 2 x 1/52 x 1/38 x 18.75/100
Availability	Rate of pay – Community Services Worker Level 3 Step 2 x 1/52 x 1/38 x 18.75/100 x 50/100

Provided that payment in accordance with this paragraph will not be made with respect to any period for which payment is made in accordance with the provisions of clause 21 - Overtime when an employee is recalled to work.

17.4.4 When an employee is required to be on call or on availability and the means of contact is to be by telephone the employer will pay the employee an allowance or allowances equal to the following:

- (1) Where the telephone is not already installed the cost of such installation.
- (2) Where an employee pays or contributes towards the payment of the rental of such telephone, 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be on call or on availability.

- (3) Provided that where as a usual feature of the duties an employee is regularly rostered to be on call or on availability, the full amount of the telephone rental.

17.4.5 An employee will be reimbursed the cost of all telephone calls made on behalf of the employer as a result of out of hours contact.

17.4.6 Time spent in travelling to and from the place of duty where an employee rostered on call or on availability is actually recalled to duty, will be included with actual duty performed for the purpose of overtime entitlement.

17.4.7 Except for employees on availability, minimum payment provisions do not apply to an officer rostered for out of hours contact duty.

17.4.8 Employees where practicable, will be periodically absented from any requirement to hold themselves on out of hours contact.

17.5 Remote allowances

17.5.1 Full-time and part-time employees stationed in any locality situated in Western Australia, north of the 24th parallel of south latitude or in Carnarvon, will be entitled, in respect of a period of twelve months continuous service, to an allowance equal to the cost of one return economy class air ticket to Perth. The employer will not be required to pay this allowance where the employee wishes to travel to Perth by air and is provided with a return economy class air ticket. This entitlement must be used during the twelve monthly period in which it accrues, as the allowance does not accumulate from year to year.

17.6 Location allowance

17.6.1 Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee will be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$21.00
Argyle	\$56.20
Balladonia	\$21.60
Barrow Island	\$36.60
Boulder	\$8.90
Broome	\$33.80
Bullfinch	\$9.90
Carnarvon	\$17.30
Cockatoo Island	\$37.10
Coolgardie	\$8.90
Cue	\$21.60
Dampier	\$29.40
Denham	\$17.30
Derby	\$35.20
Esperance	\$6.10
Eucla	\$23.60
Exmouth	\$30.90
Fitzroy Crossing	\$42.70
Halls Creek	\$49.20
Kalbarri	\$7.50
Kalgoorlie	\$8.90
Kambalda	\$8.90
Karratha	\$35.30

Koolan Island	\$37.10
Koolyanobbing	\$9.90
Kununurra	\$56.20
Laverton	\$21.50
Learmonth	\$30.90
Leinster	\$21.00
Leonora	\$21.50
Madura	\$22.60
Marble Bar	\$54.40
Meekatharra	\$18.60
Mount Magnet	\$23.30
Mundrabilla	\$23.10
Newman	\$20.20
Norseman	\$18.60
Nullagine	\$54.30
Onslow	\$36.60
Pannawonica	\$27.40
Paraburdoo	\$27.30
Port Hedland	\$29.30
Ravensthorpe	\$11.10
Roebourne	\$40.70
Sandstone	\$21.00
Shark Bay	\$17.30
Southern Cross	\$9.90
Telfer	\$50.00
Teutonic Bore	\$21.00
Tom Price	\$27.30
Whim Creek	\$35.00
Wickham	\$33.80
Wiluna	\$21.30
Wyndham	\$52.70

17.6.2 Except as provided in 17.6.3, an employee who has:

- (1) a dependent shall be paid double the allowance prescribed in 17.6.1;
- (2) a partial dependent shall be paid the allowance prescribed in 17.6.1 plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

17.6.3 Where an employee:

- (1) is provided with board and lodging by his/her employer, free of charge; or
- (2) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act:

such employee will be paid $66\frac{2}{3}$ per cent of the allowances prescribed in 17.6.1.

The provisions of 17.6.3(2) shall have effect on and from the 24th day of July, 1990.

17.6.4 Subject to 17.6.2, junior employees, casual employees and part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

17.6.5 Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

17.6.6 Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which the employee is employed.

17.6.7 For the purposes of this clause:

(1) “Dependant” shall mean:

(a) a spouse or defacto partner; or

(b) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(2) “Partial Dependant” shall mean a “dependent” as prescribed in 17.6.7(1) who receives a location allowance which is less than the location allowance prescribed in 17.6.1 or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

17.6.8 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 17.6.1 shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

17.6.9 Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

17.7 Additional provisions relating to location allowance

17.7.1 The location allowance to be paid to employees employed in the towns or locations of Gascoyne Junction, Meeberrie (Murchison), Menzies, Westonia and Yalgoo will be as follows:

(1) Employees employed at Gascoyne Junction will be paid a location allowance as for Cue.

(2) Employees employed at Meeberrie (Murchison) will be paid a location allowance as for Mundrabilla.

(3) Employees employed at Menzies will be paid a location allowance as for Mundrabilla.

(4) Employees employed at Westonia will be paid a location allowance as for Ravensthorpe.

(5) Employees employed at Yalgoo will be paid a location allowance as for Eucla.

17.7.2 An employee employed in the towns or locations in 17.7.1 will be paid location allowance subject to the provisions in subclause 17.6.

17.8 Motor vehicle allowances

17.8.1 Should an employee be required to use the employee’s own vehicle on the employer’s business, the employee is to receive a vehicle allowance at the following rate (cents per kilometre):

Area and details	Engine displacement (in cubic centimetres)		
	Over 2600cc	Over 1600 - 2600cc	1600cc and under
	Cents per KM	Cents per KM	Cents Per KM
Metropolitan area	89.5	64.5	53.2
South west land division	91.0	65.4	54.0
North of 23.5 south latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
MOTOR CYCLE		Distance travelled during a year on official business	Rate c/km 31.0

17.8.2 Motor vehicles with rotary engines are to be included in the 1600cc - 2600cc category.

- (1) **Metropolitan area** means that area within a radius of fifty kilometres from the Perth Railway Station.
- (2) **South West land division** means the South West land division as defined by Section 28 of the *Land Act*.
- (3) **Other Areas** means that area of the State south of 23.5 degrees latitude, excluding the Metropolitan area and the South- West Land Division.

17.8.3 An employee required to travel by other means in connection with work will be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.

17.8.4 An employee called on duty at night or at other than the employee's normal hours, or on any non-working day, will be reimbursed fares, or if using the employee's own vehicle to travel between home and place of work, receive a travelling allowance, as set out in 17.6.1.

17.8.5 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 will provide suitable transport or will authorise the employee to use the employee's own vehicle. This subclause will include, where applicable, the employee's travelling between home and place of work.

17.8.6 Where an employee uses a motor vehicle under 17.6.1 and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that he/she would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.

17.8.7 Where an employee uses a motor vehicle under 17.6.1, and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.

17.9 Travelling expenses

17.9.1 An employee required to stay away from home overnight will be reimbursed the cost of reasonable board, lodgings and meals. Reasonable proof of costs so incurred is to be provided by the employee to his/her employer.

17.10 Overtime meal allowances

17.10.1 An employee required to work more than one hour after his or her ordinary finishing time will be provided with a suitable meal or be paid an allowance of \$11.13 and where such overtime work exceeds four hours, 21.9 will also apply. The employee will not be provided with a suitable meal or receive meal allowance if the employee has received reasonable notice of the requirement to work overtime.

17.10.2 When an employee is required to work more than four hours overtime on a Saturday, Sunday or Rostered Day Off, he or she will receive, in addition to the provisions of 21.9, a meal allowance of \$11.13 or be provided with a suitable meal.

18 SUPERANNUATION

18.1 Definitions

18.1.1 **Act and Regulations** means the *Occupational Superannuation Standards Act 1987* and attached Regulations as may be amended from time to time.

18.1.2 **Eligible employee** means any person employed on a full-time, part-time or casual basis who earns more than \$450 gross per month under the terms of this award.

18.1.3 **Employer** means any employer who is bound by this award.

18.1.4 **Ordinary time earnings** means the employee's salary for work performed in ordinary hours.

18.1.5 The **Superannuation Fund** will mean The Health Employees Superannuation Trust of Australia or the Australian Superannuation Savings Employment Trust or the Superannuation Trust of Australia or the Australian Retirement Fund or a Statewide Superannuation Trust or an alternative approved Fund which meets the requirements of the Commonwealth Government Operational standards for Occupational Superannuation.

18.2 Contributions

18.2.1 Subject to the provision of this clause an employer will contribute to the Superannuation Fund an equivalent of 9% of each employee's ordinary time earnings in respect of:

- (1) All full-time employees as defined in this award;
- (2) All part-time employees who earn more than \$450 per month;
- (3) All casual employees who earn more than \$450 per month.

18.2.2 Provided that any employer must comply with the *Superannuation Guarantee Act* with respect to additional occupational superannuation obligations.

18.2.3 Contributions will be made to the Superannuation Fund in the manner and at the times specified by the terms of the Fund or in accordance with any agreement between the employer and the Trustees of the Fund.

18.3 Eligibility Date for Contributions

18.3.1 Employees are eligible for superannuation contributions from the commencement of their employment. This applies regardless of when the employer provided the employee with an application to join a fund or when the employee's application to join a fund is accepted.

18.4 Absence from work

18.4.1 Paid leave

- (1) Subject to the Trust Deed of the Fund of which the employee is a member, absences from work will be treated in the following manner.
- (2) Contributions will continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

18.4.2 Unpaid leave

Contributions will not be required to be made in respect of any absence from work without pay.

18.4.3 Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, normal employer contributions will continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Workers' Compensation legislation.

PART 6 – HOURS OF WORK, BREAKS AND OVERTIME

19 HOURS

19.1 Ordinary time hours

The ordinary working hours of employees other than casual and part-time employees will be no more than an average 38 hours per week to be worked over 152 hours within a work cycle not exceeding 28 days, and not exceeding ten hours in any one day.

19.2 Spread of hours

- 19.2.1 The ordinary hours of work for an employee will be worked within a designated spread of twelve hours, such designated twelve hour spread being between 6.00 a.m. and 8.00 p.m. Monday to Friday. The spread of hours will be fixed at the time of engagement and will be varied only by agreement.
- 19.2.2 Notwithstanding the provisions of this clause and clause 22 - Shift work, counselling services which open to provide regular services to clients to 10.00 p.m. may, by mutual agreement with staff establish a permanent spread of hours to 10.00 p.m. which will be deemed to be ordinary hours for the purposes of this award.
- 19.2.3 The ordinary span of hours for part-time or casual employees will be the same as that provided for full-time employees.

19.3 Day off in each week

- 19.3.1 All day shift employees will receive two consecutive days off each week.
- 19.3.2 All night shift employees will receive two nights off each week provided that during any working period not exceeding three consecutive weeks, these nights off may, with the approval of the employer, be allowed to stand over and be taken at a time mutually agreed upon in any one period of consecutive nights.

19.4 Rostered days off

- 19.4.1 Notwithstanding the provisions elsewhere in the award, the employer and a majority of employees at an enterprise may agree to establish a system of RDO provided that:

- (1) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (2) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (3) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee and taken at times mutually agreed by the employer, or subject to reasonable notice, by the employee or the employer.

20 BREAKS

- 20.1.1 An employee will not be required to work more than five hours without a break for a meal.
- 20.1.2 Up to one hour, but not less than one half hour, will be allowed to each employee for lunch on each day unless otherwise agreed between the employer and the employee.
- 20.1.3 Where an employee is required by the employer to work during a meal break and continuously thereafter, she or he will be paid at the rate of time and a half in addition to any shift penalty rate applying for the time worked, until released from duty for a meal break.
- 20.1.4 Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, the employee will be paid for the duration of the meal period at the ordinary rate of pay. An employee may then elect to take an unpaid meal break after the normal meal period. In such a case, all ordinary hours after the meal period will be paid at the ordinary rate of pay.
- 20.1.5 By agreement, a part-time employee may forgo their unpaid meal break, and work continuously provided that they must take an unpaid meal break on any day in which they work more than six hours continuously.

21 OVERTIME

21.1 Approval of overtime

- 21.1.1 Overtime will only be worked with the prior approval of the employer.
- 21.1.2 Employees may work overtime without specific prior approval in emergency situations.
- 21.1.3 An employee required to work overtime, other than in the case of emergency, will be given reasonable notice of the requirement to work overtime.

21.2 Definition

Subject to other provisions of this clause, all authorised time worked by employees in excess of ordinary hours of work as prescribed in clauses 19 - Hours and 22 - Shift work will be overtime.

21.3 Payment for working overtime

- 21.3.1 Overtime worked on Monday to Saturdays inclusive will be paid at the rate of time and a half for the first three hours and double time thereafter.
- 21.3.2 Overtime worked on Sundays will be paid at the rate of double time.
- 21.3.3 All overtime worked by shift employees will be paid at the rate of double time.

21.4 Time off in lieu of overtime

- 21.4.1 Subject to other provisions of this clause, by mutual agreement, time off may be granted in lieu of payment. Employees in an establishment may generally agree that time off in lieu of overtime will apply.
- 21.4.2 In such case any employee may withdraw their agreement by advising the employer prior to undertaking the overtime required.
- 21.4.3 Time off in lieu of overtime will be calculated on a time for time basis.
- 21.4.4 An employee may accumulate time off in lieu of overtime to be taken at times agreed between the employer and the employee.
- 21.4.5 By mutual agreement, where an employee has accumulated time in lieu in accordance with 21.4.1, the employee may take the time off in conjunction with annual leave. Such time off in lieu will not attract annual leave loading.

21.5 Minimum payment

- 21.5.1 An employee who is required to present for overtime work on a Saturday, Sunday or public holiday:
- (1) will be paid for a minimum of two hours; and
 - (2) will not be required to work the full two hours if the work to be performed is completed in a shorter period.

21.6 Calculation of payment

- 21.6.1 The hourly rate to be used for such calculations will be that defined in clause 13.1 - Rates of pay.
- 21.6.2 In the case of casual employees, overtime payments will be in addition to the 20% casual loading, so that:
- (1) where time and a half is applicable, the rate of pay will be 170% of the hourly rate;
 - (2) where double time is applicable, the rate of pay will be 230% of the hourly rate.
 - (3) In computing overtime payments, each days work will stand alone.

21.7 Recall to work

- 21.7.1 An employee who is recalled to work overtime after leaving the place of employment, will be paid for a minimum of two hours work at the appropriate rate for such time recalled.
- 21.7.1 An employee recalled will not be required to work the full two hours if the work to be performed is completed in a shorter period.
- 21.7.3 21.7.1 will not apply when overtime is continuous with completion or commencement of ordinary working time.
- 21.7.4 Subject to 21.7.5, where an employee is recalled for duty on her or his rostered day off, she or he will be paid in accordance with the provisions of 21.7.1 and will be entitled to substitute another day for the rostered day off.
- 21.7.5 Where a full-time employee has been given prior notice that she or he will be required to work on his or her rostered day off due to an emergency, the employee will be paid at ordinary time for that day and a substitute day off will be granted.
- 21.7.6 Time spent in travelling to and from the place of duty where an employee rostered on call or on availability is actually recalled to duty, will be included with actual duty performed for the purpose of overtime entitlement.

21.8 Ten hour break

Where overtime is worked it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.

21.9 Meal break and allowance

An employee working overtime will be allowed a meal break of thirty minutes without deduction of pay after each four hours of overtime worked.

21.10 Overtime exemption

21.10.1 An employer and an employee classified at Level 6 or above in clause 13 - Classifications and salary rates of this award may agree that the employee will be paid a loading of 7.5% in addition to the rates of pay prescribed in that clause. This payment is in lieu of payment for reasonable overtime, time off in lieu of reasonable overtime and on call allowance as prescribed in 17.3 and 17.4.

21.10.2 This payment will apply for all purposes of the award.

21.10.3 Where an employee referred to in 21.10.1 does not receive the loading, the provisions of clause 21 - Overtime and clause 22 - Shift work will apply.

21.11 Reasonable Overtime

21.11.1 Subject to subclause 21.11.2 an employer may require an employee to work reasonable overtime at overtime rates.

21.11.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (1) any risk to employee health and safety;
- (2) the employee's personal circumstances including any family responsibilities;
- (3) the needs of the workplace or enterprise;
- (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and/or
- (5) any other relevant matter.

22 SHIFT WORK

22.1.1 Definitions

For the purposes of this clause:

- (1) **Shift worker** will mean an employee who is required to work all or part of their ordinary hours of work outside the spread of hours prescribed in 19.1 on a rostered basis.
- (2) **Afternoon shift** will mean a complete rostered shift of any number of hours commencing at or after 12.00 noon and finishing at or after 7 p.m. on the same day.
- (3) **Night shift** will mean a completed rostered shift worked between the hours of 7.30 p.m. and 8.00 a.m. inclusive and finishing at or after 12.00 midnight.

- (4) **Rostered day off** will mean the entitlement to a day off.
- (5) **Programmed day off** will mean the normal days off duty provided for in accordance with the rostering provisions contained in this clause and relate to shift work.
- (6) The work cycle of a full-time employee will mean either:
 - (a) for an employee working not more than eight ordinary hours on each shift, 152 hours within a work cycle not exceeding twenty eight consecutive days. In such a case, no full-time employee will be required to work more than 80 ordinary hours per fortnight;
 - (b) All time worked in excess of eight hours on a rostered extended night shift will be credited towards a rostered day off.
- (7) **Day Shift** will mean a shift that commences earlier than 12.00 noon and finished at or before 7.00 p.m.

22.2 Ordinary hours

- 22.2.1 The maximum ordinary hours of work will be an average of 38 per week to be worked according to roster.
- 22.2.2 A part-time or casual employee will not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

22.3 Shift penalty - Monday to Friday

- 22.3.1 An employee working on:
 - (a) an afternoon shift from Monday to Friday inclusive will be paid an allowance calculated at the rate of 12.5% of actual hours worked in addition to the ordinary rate as defined in subclause 13.1 - Rates of pay;
 - (b) a night shift from Monday to Friday inclusive will be paid an allowance calculated at the rate of 15% of actual hours worked in addition to the ordinary rates as defined in subclause 13.1 - Rates of pay.
- 22.3.2 The additional payments prescribed in this subclause will form part of the employee's ordinary pay for the purposes of this award.

22.4 Saturday and Sunday work

- 22.4.1 An employee will be paid for ordinary working hours between midnight Friday and midnight Saturday an additional payment calculated at 50% of the ordinary rate for the actual hours worked.
- 22.4.2 An employee will be paid for ordinary working hours between midnight Saturday and midnight Sunday an additional payment calculated at the rate of 50% of the ordinary rate for the actual hours worked.
- 22.4.3 The additional payments prescribed in this subclause will form part of the employee's ordinary pay for the purposes of this award.

22.5 Meal breaks

- 22.5.1 By arrangement with the employees on each shift, an unpaid meal break of up to one hour but not less than one half hour will be allowed which will be free of all duty.
- 22.5.2 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption will be counted as time worked and the employee will be allowed to continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee will receive the appropriate overtime pay for the time worked.

- 22.5.3 Notwithstanding the provisions of 22.5.1, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, she or he will be paid for the duration of the meal period at the ordinary rate of pay including shift penalty.
- 22.5.4 An employee may elect to take an unpaid meal break after the normal meal period. In such a case, all ordinary hours after the meal period will be paid at the ordinary rate of pay including shift penalty.
- 22.5.5 There will be at least one tea break of not less than ten minutes per shift of four hours or longer and this break will be counted as time worked.

22.6 Rosters

- 22.6.1 The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees at least seven days before the commencement of the day on which the roster commences.
- 22.6.2 A roster may be altered by agreement between the parties to enable the service of the organisation to be carried on in an emergency, or when another employee is absent from duty.
- 22.6.3 Every employee will be entitled to two consecutive programmed days off duty unless varied by mutual agreement.
- 22.6.4 An employee will have at least ten hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift.

22.7 Night shift

An employee changing from night duty to day duty or from day duty to night duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.

22.8 Rostered days off - eight hour shift employees

- 22.8.1 A full-time employee who is engaged to work shifts will be entitled to five rostered days off in each twenty week period which will be nominated by the employer in accordance with the rostering provisions of this clause.
- 22.8.2 Notwithstanding any other provision of this award, by mutual agreement between the employer and the employee, a full-time employee may work an average of 38 ordinary hours per week in a manner other than with a rostered day off, by either:
- (1) having one shift in each week of less than eight ordinary hours; or
 - (2) having one shift in each two week period of less than eight hours duration.
- 22.8.3 The day or days on which the shorter shifts will be worked will be as mutually agreed between the employer and the employee.
- 22.8.4 Where either the employee or employer believes that the methods of working a 38 hour week contained in 22.8.2 are of benefit but is unable to reach agreement with the other party, the matter will be dealt with in accordance with clause 8 - Procedure to Avoid Industrial Disputation.
- 22.8.5 Notwithstanding anything else in this award, a full-time employee may seek to defer or be requested to defer any rostered day off which becomes due for a period of up to six months, provided that the deferment is by mutual agreement.
- 22.8.6 No more than five rostered days off may be deferred at any given time.
- 22.8.7 Deferred rostered days off may be taken as single days or as a block in any manner mutually agreed.

22.9 Work on a rostered day off

An employee required to work on a day otherwise nominated as a rostered day off and which is not substituted in accordance with this clause, will be paid for work in accordance with the overtime provisions of this award.

22.10 Twelve hour shifts

22.10.1 In any arrangement of working hours where the working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees concerned.

22.10.2 Except in cases of emergency, at least one week's notice will be given to an employee going on night duty.

22.11 Inactive shifts

22.11.1 Notwithstanding the other provisions of this award where the requirements of the service enables inactive shifts to be undertaken, employees may be rostered for inactive shifts.

22.11.2 An **inactive shift** will mean a rostered night shift during which an employee is required to attend at the employer's premises but, except for routine securing of and remaining on the premises, is not required to carry out other duties for in excess of an average of 1/10th of the hours of such shifts. The average of other duties will be calculated over the number of inactive shifts undertaken in a pay period.

22.11.3 Subject to this subclause all hours of inactive shifts, including other duties time which is not paid as overtime, will be regarded as ordinary hours for the purposes of this award.

22.11.4 All time spent on other duties in excess of the 1/10th average in a pay period will be regarded as overtime and payable at the employee's substantive award classification in accordance with clause 21 - Overtime.

22.11.5 Notwithstanding the other provisions of this award the rate of pay for inactive shifts will be \$17.76 per hour to be amended from time to time in accordance with the adult minimum wage rate, but where a casual employee is engaged on inactive shifts, the casual loading will apply in addition to the hourly rate referred to herein.

22.11.6 Employers seeking to introduce new inactive shift arrangements after the date of commencement of this award may do so utilising the provisions of clause 6 - Enterprise flexibility.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

23 ANNUAL LEAVE

23.1 Annual leave entitlement - general

An employee, other than a casual employee, will be entitled to four weeks annual leave on full pay after twelve months continuous service:

23.2 Annual leave entitlement - shift employees

23.2.1 An employee regularly rostered for duty over seven days of the week or who works permanent night shift work will be entitled to up to five weeks annual leave.

23.2.2 An employee regularly rostered for duty over seven days of the week will have his or her additional annual leave calculated in accordance with the following scale:

Number of Sundays (on which work is required)	Additional annual leave
7 to 13	1 day
14 to 20	2 days
21 to 27	3 days
28 to 30	4 days
31 or more	5 days

23.2.3 An employee who regularly works permanent night shift will have his or her additional week's leave accrue on a pro rata basis for each completed month of service.

23.3 Payment for annual leave

Payment for annual leave will be made in the pay period prior to the employee commencing on leave unless the employer and the employee have agreed to an alternative arrangement.

23.4 Annual leave loading

23.4.1 In addition to annual leave payments, an employee proceeding on annual leave will receive a loading of 17.5% of annual leave pay. Provided that upon termination the loading will not be paid on pro rata leave.

23.4.2 Shift employees referred to in clause 22 - Shift Work, whilst on annual leave, will be entitled to an average of the shift penalties they would have received had they been working. Provided that where the average shift penalties are less than 17.5% the loading will be 17.5%.

23.5 Time of taking annual leave

23.5.1 Any employee, who has completed at least one month's continuous service may, on written application to the employer, be granted annual leave on a pro-rata basis prior to the completion of any period of a full twelve months' service. Where such pro-rata annual leave is granted by the employer:

- (1) the employee will be entitled to payment of annual leave loading in accordance with 23.3; and
- (2) the period of pro-rata annual leave will be deducted from the annual leave otherwise payable at the end of that period of twelve months' service.

23.5.2 Approval of any application for pro-rata annual leave in accordance with this subclause will be subject to the employer's convenience and will not unreasonably affect the operation of the service concerned, but will not be unreasonably withheld.

23.5.3 Annual leave will be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.

23.6 Annual leave exclusive of public holidays

Annual leave will be exclusive of any of the holidays prescribed in clause 29 - Public holidays and if any holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there will be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

23.7 Proportionate annual leave on termination

Should an employee not complete any period of twelve months' service, the employee will, on the termination of employment, provided that the employee has been employed continuously for one month or more, be entitled to pay in lieu of annual leave on a pro-rata basis for each completed month of service.

23.8 Remote employees

Full-time and part-time employees stationed in any locality situated in Western Australia, north of the 24th parallel of South Latitude or in Carnarvon, will be entitled to, in the case of full time employees, 38 hours annual leave in addition to that prescribed in 23.1 or 23.2 or in the case of part-time employees, one week's annual leave in addition to that prescribed in 23.1 or 23.2 calculated on the basis of average weekly number of hours worked over the previous twelve months.

24 PERSONAL LEAVE

24.1 The provisions of this clause apply to full time and regular part time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 9.4 – Casual Employment.

24.2 Definitions

24.2.1 The term **immediate family** includes:

- (1) spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.3 Amount of Paid Personal Leave.

24.3.1 Paid personal leave is available to an employee when they are absent:

- (1) due to personal illness or injury; or
- (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave) or who requires care to an unexpected emergency;

24.3.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer as indicated below:

Length of time worked for the employer	Personal leave (hours)
(1) In the first year of employment	Up to 76 hours per annum
(2) From the second and subsequent years of employment	76 hours per annum

24.4 Accumulation of personal leave

24.4.1 First year of employment

24.4.2 In the first year, unused personal leave accrues by the lesser of:

- (1) Seventy six hours less the total amount of personal leave taken during the year; or
- (2) the balance of the year's unused personal leave.

24.5 Second and subsequent years of employment

24.5.1 In the second and subsequent years of employment, unused personal leave accrues by the lesser of:

- (1) Seventy six hours less the total amount of personal leave taken during the year; or
- (2) the balance of the year's unused personal leave.

24.5.2 Part-time employees will be entitled to personal leave on a pro-rata basis.

24.6 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

24.7 Personal leave to care for an immediate family or household member

24.7.1 Subject to 24.7.2 and 24.7.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

24.7.2 The entitlement in 24.7.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

24.7.3 Except as provided for in 24.7.4, not more than 76 hours of personal leave can be used in a year by an employee for the purposes set out in 24.7.1. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

24.7.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 24.7.1, beyond the relevant limit set out in 24.7.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

24.8 Employee must give notice

24.8.1 Before taking personal leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

24.8.2 When taking personal leave for personal illness or injury, the notice must include:

- (1) the nature of the injury or illness (if known); and
- (2) how long the employee expects to be away from work.

24.8.3 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

24.8.4 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- (1) The name of the person requiring care and support and their relationship to the employee;
- (2) The reasons for taking such leave; and
- (3) The estimated length of absence.

24.9 Evidence supporting the claim

- 24.9.1 When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.
- 24.9.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- 24.9.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

24.10 The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to personal leave.

24.11 Personal leave during annual leave

- 24.11.1 Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.
- 24.11.2 Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of five consecutive working days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with 24.5 of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
- 24.11.3 Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
- 24.11.4 Where paid personal leave has been granted by the employer in accordance with 24.11.1, 24.11.2 and 24.11.3 of this subclause, that portion of annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions applying to annual leave.
- 24.11.5 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 23 - Annual leave, shall be deemed to have been paid with respect to the replaced annual leave.

24.12 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 24.8 and 24.9 are met.

24.13 Casual employment

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in subclause 9.5.

25 BEREAVEMENT LEAVE

25.1 Paid leave entitlement

25.1.1 Death in Australia

A full-time employee is entitled to use up to three days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), or the death in Australia of either a member of the employee's immediate family or household.

25.1.2 Death outside Australia

A full-time employee is entitled to use up to three days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

25.1.3 Part-time employees

A part-time employee is entitled to take three days bereavement leave on the same basis as prescribed for full-time employees in 25.1.1 and 25.1.2 except that leave is only available where the part-time employee would normally work on either or both of the two working days following the death.

25.1.4 Unpaid leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to three days unpaid leave, provided the requirements of 25.1.1 and 25.1.2 are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of 15.2 hours, provided the requirements of 25.1.3 are met.

25.1.5 Indigenous Australians

Employees who are Indigenous Australians will be entitled to extended bereavement leave in accordance with the requirements of their culture and community. Provided that the extended leave will total no more than five days leave.

26 PARENTAL LEAVE

26.1.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

26.1.2 The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

26.1.3 An eligible casual employee means a casual employee:

- (1) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

- (2) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

26.1.4 For the purposes of this clause, 'continuous service' is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

26.1.5 An employer must not fail to re-engage a casual employee because:

- (1) the employee or employee's spouse is pregnant; or
- (2) the employee is or has been immediately absent on parental leave.

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

26.2 Definitions

26.2.1 For the purpose of this clause child means a child of the employee under school age except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.

26.2.2 Subject to 26.2.3, in this clause, spouse includes a de facto or former spouse.

26.2.3 In relation to 26.12, spouse includes a de facto spouse but does not include a former spouse.

26.3 Basic entitlement

26.3.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

26.3.2 Subject to 26.9, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (1) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- (2) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

26.4 Variation of Parental leave

Where an employee takes leave under clause 26.3.1 or 26.5.1(2), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 26.3.1 or 26.5.1(2).

26.5 Right to Request

26.5.1 An employee entitled to parental leave pursuant to the provisions of clause 26.3 may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave provided for in clauses 26.3.2(1) and 26.3.2(2) up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave provided for in clause 26.3.1 by a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;
to assist the employee in reconciling work and parental responsibilities.

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

26.6 Employees request and the employer's decision to be in writing

The employee's request and the employer's decision made under clauses 26.5.1(2) and 26.5.1(3) must be recorded in writing.

26.7 Request to return to work part-time

Where an employee wishes to make a request under clause 26.5, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

26.8 Maternity leave

26.8.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (1) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

26.8.2 When the employee gives notice under 26.8.1 the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

26.8.3 An employee will not be in breach of this clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.

26.8.4 Subject to 26.3.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

26.8.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

26.9 Special maternity leave

26.9.1 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.

26.9.2 Where an employee is suffering from an illness not related to the direct consequences of the birth an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

26.9.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

26.10 Recommencement date

Where leave is granted under 26.8.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

26.11 Paternity leave

26.11.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:

- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- (2) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (3) except in relation to leave taken simultaneously with the child's mother under clauses 26.3.2(1), 26.3.2(2) and 26.5.2, a statutory declaration stating:
- (4) he will take that period of paternity leave to become the primary care-giver of a child;
- (5) particulars of any period of maternity leave sought or taken by his spouse; and
- (6) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

26.11.2 The employee will not be in breach of 26.11.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

26.12 Adoption leave

26.12.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

26.12.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (1) the employee is seeking adoption leave to become the primary care-giver of the child;
- (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

26.12.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

26.12.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

26.12.5 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 agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

26.12.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption 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 days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

26.13 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 26.5.

26.14 Transfer to a safe job

26.14.1 Where an employee is pregnant and, in the opinion of a registered medical 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 the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

26.14.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

26.15 Returning to work after a period of parental leave

26.15.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

26.15.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 26.14 the employee will be entitled to return to the position they held immediately before such transfer.

26.15.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

26.16 Replacement employees

26.16.1 A replacement employee is an employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

26.16.2 Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

26.17 Communication During Parental Leave

26.17.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

26.17.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

26.17.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 26.17.1.

27 LONG SERVICE LEAVE

27.8 Long service leave entitlement

All employees will be entitled to paid long service leave in accordance with the legislation applying in Western Australia.

28 JURY SERVICE

28.1.1 Reimbursement for jury service

An employee required to attend for jury service during his/her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

28.1.2 Notification of jury service

An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.

28.1.3 Proof of attendance at jury service

Further, the employee will give the employer documentary proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

29 PUBLIC HOLIDAYS

29.1 Public holidays entitlement

29.1.1 An employee will be entitled to holidays on the following days:

- (1) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
- (2) As prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday, Labour Day and Foundation Day.

29.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

29.1.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

29.1.4 When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

29.2 Additional public holidays

29.2.1 Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in 29.1.1 above, those days will constitute additional holidays for the purpose of this award.

29.3 Public holidays - penalty rates

29.3.1 When an employee is required to be on duty on any of the public holidays the employee will be entitled to payment as follows:

- (1) When an employee is required to be on duty on any of the holidays such employee will be allowed payment for all time worked at the rate of double time and one half; or
- (2) By agreement, between the employer and the employee concerned, the employee may be granted time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time.

29.4 Rostered day off falling on a public holiday

29.4.1 When a public holiday other than Easter Saturday falls on an employee's rostered day off, such employee will be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the employee and the employer.

29.5 Ability to substitute another day

29.5.1 An employer and his or her employees may agree to substitute another day for any prescribed holiday in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.

29.5.2 The National Aboriginal and Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays contained therein. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between the employer and the employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with the disputes resolution procedures provided in this award.

30 ABORIGINAL AND TORRES STRAIT ISLANDER CEREMONIAL LEAVE

30.1.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year. The employee will be able to establish to the employer that the employee has an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities will be granted such leave without pay for a maximum period of ten days per year, or for such extension granted by the employer. Such leave will not affect the employee's entitlement to bereavement leave prescribed by clause 25.5 of this award.

30.1.2 Approval of all Aboriginal and Torres Strait Island Ceremonial leave will be subject to the employer's convenience and will not unreasonable affect the operation of the project concerned but will not be unreasonably withheld.

31 NAMED PARTIES TO THE AWARD

Western Australian Municipal, Administrative, Clerical and Services Union of Employees

Aboriginal Alcohol and Drug Service (AADS) (Inc) employed at the Refuge Service known as "Wooree Miya".

Agencies for South West Accommodation Inc.

Goldfields Women's Refuge

Lucy Saw Women's Refuge

Nardine Wimmin's Refuge

Orana Women's Refuge

Pat Thomas Memorial Community House
South West Refuge Inc.
Swan Emergency Accommodation Incorporated
Zonta House

32 LIBERTY TO APPLY

Liberty to apply is reserved for any employer, who, as a consequence of being bound by this Interim Award, needs to reduce and/or postpone terms that add to its labour cost on the grounds of very extreme or serious economic adversity. The merit of the application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be rigorously tested. The impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of the application.

SCHEDULE 1 – EQUAL REMUNERATION PAYMENT

1. Transitional rates

- 1.1 The employer must pay minimum rates of salary in accordance with clause 13 of this Award.
- 1.2 The employer must apply any increase in minimum rates of salary in this Award to the amounts in clause 1.1 of this Schedule.
- 1.3 In addition to the minimum rates of salary referred to in clause 1.1 of this Schedule, the employer must pay an employee a Transitional Equal Remuneration Payment as follows:
 - (a) From the first full pay period on or after 29 August 2013 until the final pay period immediately before 1 December 2013, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine.
 - (b) Employers who are unable to make the payments required under 1.3(a) immediately must ensure that equal remuneration payments due from 29 August 2013 to 1 December 2013 are paid in full to employees by the first pay period in December 2013. Such payments may be made in lump sum or instalments. All equal remuneration payments due from the first pay period on or after 1 December 2013 must be paid in the pay period they fall due.
 - (c) From the first full pay period on or after 1 December 2013 until the final pay period immediately before 1 December 2014, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by two.
 - (d) From the first full pay period on or after 1 December 2014 until the final pay period immediately before 1 December 2015, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by three.
 - (e) From the first full pay period on or after 1 December 2015 until the final pay period immediately before 1 December 2016, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by four.
 - (f) From the first full pay period on or after 1 December 2016 until the final pay period immediately before 1 December 2017, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by five.
 - (g) From the first full pay period on or after 1 December 2017 until the final pay period immediately before 1 December 2018, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by six.
 - (h) From the first full pay period on or after 1 December 2018 until the final pay period immediately before 1 December 2019, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this

Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by seven.

- (i) From the first full pay period on or after 1 December 2019 until the final pay period immediately before 1 December 2020, a payment equal to the difference between the Final Rate in clause 2.2 of this Schedule and the minimum rates of salary in clause 1.1 of this Schedule, as increased from time to time, for the relevant classification in the Award, divided by nine then multiplied by eight.

1.4 The payments in clauses 1.1 and 1.3 of this Schedule shall be regarded as part of the ordinary rate of pay for all purposes.

1.5 Clauses 1.1 to 1.3 of this Schedule cease to apply to an employer immediately before the beginning of the first full pay period on or after 1 December 2020.

2. Final Rates

2.1 The payments in clause 2.2 of this Schedule shall be referred to as the “Final Rate”.

2.2 From the first full pay period on or after 1 December 2020, the employer must pay an employee:

- (a) the minimum rate of salary in accordance with clause 13 of this Award, and
- (b) a Final Equal Remuneration Payment equal to the following percentage of the applicable minimum rate of salary in the Award:

Classification in the Awards	Final Equal Remuneration Payment Percentage
Level 2	23%
Level 3	26%
Level 4	32%
Level 5	37%
Level 6	40%
Level 7	42%
Level 8	45%
Level 9	47%

2.3 The Final Rate in clause 2.2 of this Schedule is equal to the following percentage of the applicable minimum rate of salary in this Award:

Classification in the Awards	Final Rate Percentage
Level 2	123%
Level 3	126%
Level 4	132%
Level 5	137%
Level 6	140%
Level 7	142%
Level 8	145%
Level 9	147%

2.4 The payments in clause 2.2 of this Schedule shall be regarded as part of the ordinary rate of pay for all purposes.

VARIATION RECORD

**CRISIS ASSISTANCE, SUPPORTED HOUSING INDUSTRY – WESTERN AUSTRALIAN
INTERIM AWARD 2011**

A 2 OF 2011

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CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
PART 1 – Application and operation of this award				
1. Award Title				
2. Arrangement				
	CI	77/12	29/08/13	93 WAIG 1380
3. Commencement Date and Period of Operation				
4. Area and Scope				
5. Posting of this award				
5A. Minimum Adult Award Wage				
	CI	2/11	01/07/11	91 WAIG 1008 & 1304
	CI	2/12	01/07/12	92 WAIG 1129

	Cl.	1/13	01/07/13	93 WAIG 799
	Cl.	1/14	01/07/14	94 WAIG 1021
	Cl.	1/15	01/07/15	95 WAIG 1000
	Cl.	1/16	01/07/16	96 WAIG 851
PART 2 – Award Flexibility				
6. Enterprise Flexibility				
7. Work Organisation				
PART 3 – Dispute Resolution				
8. Procedure To Avoid Industrial Disputation				
PART 4 – Employment Arrangements				
9. Employment Categories				
10. Notice of Termination				
11. Redundancy				
PART 5 – Classifications, wages, allowances and superannuation				
12. Calculation of Continuous Service				
13. Classifications and Salary Rates				

	Cl	2/11	01/07/11	91 WAIG 1008 & 1304
	Cl	2/12	01/07/12	92 WAIG 1129
	Ins. 13.1.6	77/12	29/08/13	93 WAIG 1380
	Cl.	1/13	01/07/13	93 WAIG 799
	Cl.	1/14	01/07/14	94 WAIG 1021
	Cl.	1/15	01/07/15	95 WAIG 1000
	Cl.	1/16	01/07/16	96 WAIG 851
14. Supported Wage System				
15. Higher Duties				
16. Payment of Salaries				
17. Allowances				
	17.6-17.7. Ins, 17.7-17.9 renum	18/12	01/07/12	92 WAIG 859
	17.6	11/14	01/07/14	94 WAIG 669
	17.6	118/15	01/07/15	95 WAIG 700
	17.6	1/16	01/07/16	96 WAIG 631
18. Superannuation				
PART 6 – Hours of Work, breaks and overtime				
19. Hours				

20 Breaks				
21. Overtime				
22. Shift Work				
Note: There is an Hourly Rate for Inactive shifts "Cl.22(11)(5)" that should be amended following SWO's.				
	22(11)(5)	2/11	01/07/11	91 WAIG 1008 & 1304
	22(11)(5)	2/12	01/07/12	92 WAIG 1129
PART 7 – Holidays and Leave				
23. Annual Leave				
24 Personal Leave				
25. Bereavement Leave				
26. Parental Leave				
27. Long Service Leave				
28. Jury Service				
29. Public Holidays				

30. Aboriginal and Torres Strait Islander Ceremonial Leave				
31. Named Parties To The Award				
32. Liberty to Apply				
SCHEDULE 1 – EQUAL REMUNERATION PAYMENT				
	Ins. new Sch.	77/12	29/08/13	93 WAIG 1380